

“बिजनेस पोस्ट के अन्तर्गत डाक शुल्क के नगद भुगतान (बिना डाक टिकट) के प्रेषण हेतु अनुमत. क्रमांक जी. 2-22-छत्तीसगढ़ गजट/38 सि. से. भिलाई, दिनांक 30-5-2001.”



पंजीयन क्रमांक
“छत्तीसगढ़/दुर्ग/09/2013-2015.”

छत्तीसगढ़ राजपत्र

प्राधिकार से प्रकाशित

क्रमांक 46]

रायपुर, शुक्रवार, दिनांक 12 नवम्बर 2021—कार्तिक 21, शक 1943

विषय—सूची

भाग 1.—(1) राज्य शासन के आदेश, (2) विभाग प्रमुखों के आदेश, (3) उच्च न्यायालय के आदेश और अधिसूचनाएं, (4) राज्य शासन के संकल्प, (5) भारत शासन के आदेश और अधिसूचनाएं, (6) निर्वाचन आयोग, भारत की अधिसूचनाएं, (7) लोक-भाषा परिशिष्ट.

भाग 2.—स्थानीय निकाय की अधिसूचनाएं.

भाग 3.—(1) विज्ञापन और विविध सूचनाएं, (2) सांख्यिकीय सूचनाएं.

भाग 4.—(क) (1) छत्तीसगढ़ विधेयक, (2) प्रवर समिति के प्रतिवेदन, (3) संसद में पुरःस्थापित विधेयक, (ख) (1) अध्यादेश, (2) छत्तीसगढ़ अधिनियम, (3) संसद् के अधिनियम, (ग) (1) प्रारूप नियम, (2) अंतिम नियम.

भाग १

राज्य शासन के आदेश

सामान्य प्रशासन विभाग

मंत्रालय, महानदी भवन, नवा रायपुर, अटल नगर

नवा रायपुर, अटल नगर दिनांक 4 अक्टूबर 2021

क्रमांक ई 1-01/2021/एक-2.—राज्य शासन एतद्वारा सुश्री नुपूर राशि पन्ना, भा.प्र.से. (2015), अपर कलेक्टर, जिला-दुर्ग को उनके वर्तमान कर्तव्यों के साथ-साथ विशेष कर्तव्यस्थ अधिकारी, चन्दूलाल चंद्राकर स्मृति चिकित्सा महाविद्यालय, दुर्ग का अतिरिक्त प्रभार सौंपता है.

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
कमलप्रीत सिंह, सचिव.

ऊर्जा विभाग

मंत्रालय, महानदी भवन, नवा रायपुर, अटल नगर

नवा रायपुर, अटल नगर दिनांक 7 अगस्त 2021

क्रमांक 1743/एफ-21/08/2019/13/2/ऊ.वि./प्रत्याभूति.—विभाग के आदेश क्रमांक 2026/एफ-21/08/2019/13/2/ऊ.वि./प्रत्याभूति दिनांक 30-08-2019 से छत्तीसगढ़ स्टेट पावर डिस्ट्रीब्यूशन कंपनी लिमिटेड, रायपुर की वर्किंग केपिटल की व्यवस्था के लिए राशि रुपये 800 करोड़ की कैश क्रेडिट की सुविधा के लिए बिना प्रत्याभूति शुल्क भुगतान के राज्य शासन की गारंटी दिनांक 01-01-2019 से 31-12-2023 तक अर्थात् 05 वर्ष तक प्रदान की गई.

2. उक्त आदेश की कंडिका-2 अनुसार छत्तीसगढ़ स्टेट पावर डिस्ट्रीब्यूशन कंपनी लिमिटेड द्वारा दिनांक 01-01-2019 से प्रत्येक कलेण्डर वर्ष के लिए बैंक से प्राप्त किये जाने वाले रुपये 800 करोड़ के वर्किंग केपिटल हेतु संबंधित बैंक/वित्तदायी संस्थान के मध्य राज्य शासन की गारंटी के निष्पादन हेतु वित्त विभाग की सहमति प्राप्त कर गारंटी डीड का निष्पादन किया जाना है.

3. अतएव छत्तीसगढ़ स्टेट पावर डिस्ट्रीब्यूशन कंपनी लिमिटेड द्वारा दिनांक 01-01-2021 से 31-12-2021 की कालावधि अर्थात् तृतीय वर्ष हेतु कंपनी के चालू देयताओं के भुगतान एवं प्रतिदिन के व्यय की पूर्ति हेतु आवश्यक धन की व्यवस्था के लिए यूनियन बैंक ऑफ इंडिया, स्टेट बैंक ऑफ इंडिया एवं बैंक ऑफ बड़ौदा से कुल राशि 800 करोड़ की कैश क्रेडिट की सुविधा हेतु बिना प्रत्याभूति शुल्क भुगतान के राज्य शासन की गारंटी स्वीकृत की जाती है. तदनुसार संस्थावार कैश क्रेडिट की सीमा एवं गारंटी की अवधि निम्नवत रहेगी :—

क्र.	बैंक का नाम	प्रत्याभूति की अवधि	
		01-01-2021 से प्रत्याभूति जारी होने के दिनांक तक	प्रत्याभूति जारी होने के दिनांक के बाद से 31-12-2021 तक
		प्रत्याभूति की राशि (करोड़ में)	
1.	स्टेट बैंक ऑफ इंडिया	400	300
2.	यूनियन बैंक ऑफ इंडिया	250	250
3.	बैंक ऑफ बड़ौदा	150	250
कुल राशि		800	800

4. उपर पैरा 2 एवं 3 में वर्णित राज्य शासन की गारंटी पूर्व में जारी आदेश क्रमांक 2026 दिनांक 30-08-2019 अनुसार (4.12 एवं 4.13 को छोड़कर) यथावत रहेगी तथा 4.12 एवं 4.13 निम्नानुसार रहेगी :—

4.12 तृतीय वर्ष अर्थात् कलेण्डर वर्ष 2021 हेतु राज्य शासन की प्रत्याभूति हेतु परिशिष्ट-एक, परिशिष्ट-दो एवं परिशिष्ट-तीन में संलग्न प्रारूप के अनुरूप रहेगी. तत्पश्चात् कलेण्डर वर्ष 2021, 2022 एवं 2023 हेतु गारंटी डीड पर ऊर्जा विभाग द्वारा वित्त विभाग की सहमति प्राप्त कर गारंटी डीड का निष्पादन किया जाएगा.

4.13 शासन के प्रत्याभूति हेतु गारंटी डीड के निष्पादन हेतु ऊर्जा विभाग के भारसाधक सचिव की ओर से अवर सचिव, छत्तीसगढ़ शासन, ऊर्जा विभाग को अधिकृत किया जाता है.

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
अंकित आनंद, विशेष सचिव.

FORM C.6**REVIVAL LETTER**

To

Relationship Manager
State Bank of India
Commercial Branch
2nd Floor, Pujari Chambers
Pachpedi Naka
Raipur (C.G.)

Dear Sir,

With reference to the several credit facilities for sums not exceeding at any one time in the aggregate the sum of **Rs. 400,00,00,000.00 (Rupees Four Hundred Crore only)** granted and/or agreed to be granted to **CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED**, a company within the meaning of the Companies Act, 1956, and having its registered office at Vidyut Sewa Bhawan, Dangania, Raipur, Chhattisgarh – 492013 and Guarantee **Rs. 300,00,00,000.00 (Rupees Three Hundred Crore only)** on the terms and conditions specified and contained in an Agreement of Loan dated the 19th day of July, 2016 as modified and/or extended by a Supplemental Agreement dated the 12.06.2019 and in respect of which I/we have executed various other documents, more particularly:

- a) C-4, Deed of Guarantee for Overall Limit dated 28th day of April, 2017
- b) C-4, Deed of Guarantee for Overall Limit dated 30th day of August, 2019

I/We acknowledge for the purpose of Section 18 of the Limitation Act, 1963 and any like limitation law in order to preclude any question of limitation law, that I/We am / are liable to you for the payment of all outstandings with interest costs, charges, and expenses and other monies due and payable by me/us to you in respect of the said credit facilities granted and/or to be granted under the said documents or in any other manner and which said documents shall remain in full force with all relative securities, agreements and obligations.

Dated theday of

Signed Sealed and Delivered by

FORM C.4

(DEED OF GUARANTEE FOR OVERALL LIMIT)

This Deed of Guarantee made on the _____ day of _____ Two thousand and Twenty-One

by

Government of Chhattisgarh, represented by _____,
Government of Chhattisgarh (hereinafter unless otherwise specifically designated referred to as "the Guarantors" which expression shall unless repugnant to the context or meaning thereof be deemed to include in so far as the company is concerned its successors and permitted assigns and in so far as the others are concerned their respective heirs, executors, administrators and legal representatives) in favour of **STATE BANK OF INDIA**, a body-corporate constituted under the State Bank of India Act, 1955, and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and one of its Commercial Clients Group Regional Office at 2nd Floor, Magma House, Park Street, Kolkata - 700016 and amongst other places a branch at **Commercial Branch, 2nd Floor, Pujari Chambers, Pachpedi Naka, Raipur - 492001** (hereinafter unless otherwise specifically designated referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS in terms of an Agreement of Loan executed by **CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED**, a company within the meaning of the Companies Act, 1956, and having its registered office at **Vidyut Sewa Bhawan, Dangania, Raipur, Chhattisgarh - 492013** (hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) with the Bank of the other Part on **19th day of July, 2016** as modified and/or extended by Supplemental Agreement dated the **12th day of June, 2019** executed between the Borrower and the Bank (hereinafter collectively referred to as "the said Agreement of Loan") the Bank has agreed to finance the business of the Borrower by granting all or some or any of the credit facilities or the Bank has agreed to continue the credit facilities now being enjoyed by the Borrower and the Bank has also agreed not to sue the Borrower in respect of all or some or any of the credit facilities either in Indian or foreign currencies by way of overdrafts, demand loans, loans, cash credits (by way of pledge lock and key type, factory type or mundy type or by way of hypothecation or in any other form including working capital term loan), term loans (including funding of interest or in any other form granted as part of rehabilitation packages), pre-shipment and post-shipment credits, opening of letters of credits, issuing of guarantee including deferred payment guarantees and indemnities negotiations and discounting of demand and/or usance bills and cheques inland as well as foreign and such other facilities as may be agreed upon from time to time between the Bank and Borrower for sums not exceeding in the aggregate the sum of **Rs.500,00,00,000/- (Rs. Five hundred crore only) (FBWC limit Rs 400,00,00,000/- and NFB Rs 100,00,00,000/-** (hereinafter referred to as "the aforesaid credit facilities") on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the said Agreement of Loan is that the Borrower shall procure and furnish to the Bank a guarantee guaranteeing due payment by the Borrower of the said (Fund Based Working Capital limit) sum of **Rs. 400,00,00,000/- (Rs. Four Hundred Crore only)** (hereinafter for the sake of brevity referred to as "the principal sum") together

with interest costs charges expenses and/or other monies due to the Bank in respect of or under the aforesaid credit facilities or any of them on demand by the Bank.

AND WHEREAS the Guarantees at the request of the Borrower and in consideration of the Bank having agreed to grant or granted at the request of the Guarantors the aforesaid credit facilities to the Borrower have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed (the Guarantors covenanting and agreeing jointly and severally) as follows:

1. If at any time default shall be made by the Borrower in payment of the principal sum (not exceeding Rs. 400,00,00,000/- (Rs. Four Hundred Crore only) together with interest, costs, charges, expenses and/or other monies for the time being due to the Bank in respect of or under the aforesaid credit facilities or any of them the Guarantors shall forthwith on demand pay to the Bank the whole of such principal sum (not exceeding Rs. 400,00,00,000/- (Rs. Four Hundred Crore only) together with interest, costs, charges, expenses and/or any other monies as maybe then due to the Bank in respect of the aforesaid credit facilities and shall indemnify and keep indemnified the Bank against all losses of the said principal sum, interest or other monies due and all costs charges and expenses whatsoever which the Bank may incur by reason of any default on the part of the Borrower.

2 The Guarantors agree and confirm that interest shall be charged on the outstanding in the account(s) opened in respect of the aforesaid credit facilities at such rate(s) as may be determined by the Bank from time to time and in such rate is linked to the MCLR obtaining at the particular time, any revision in the MCLR shall correspondingly change the effective rate of interest on such account from the date of such revision. Interest shall be calculated respectively on the daily balance of such account(s) and be debited thereto on the last working day of the month or quarter according to the practice of the Bank. The Bank shall also be entitled to charge as its own discretion such enhanced rates of interest on the account(s) either on the entire outstanding or on a portion thereof as it may fix for any irregularity and for such period as the irregularity continues or for such time as the Bank deems it necessary regard being had to the nature of the irregularity and the charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.

3. The Bank shall have the fullest liberty without affecting this Guarantee to vary the amounts of the individual limits of the aforesaid credit facilities as may be agreed upon from time to time between the Bank and the Borrower subject to the aggregate thereof not exceeding the principal sum and/or to postpone for any time or from time to time enforce or forbear to enforce any remedies of securities available to the Bank of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.

4 As the aforesaid credit facilities have been further secured by hypothecation and /or pledge of the Borrower's movable properties and / or mortgage of the Borrower's immovable properties under separate security documents executed by the Borrower with the Bank which security documents would contain stipulations as to insurance assignment and delivery of Insurance Policy to the Bank the margin or value of properties to be maintained and the periodical furnishing of different statements to the Bank and other matter the Guarantor agree that no failure in requiring or obtaining such security or in the observance or performance of any of the stipulations or terms of the said se-

curity documents and no default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall have the effect or releasing or discharging or in any manner affecting the liability of the Guarantors under these presents.

5. The Bank shall be at liberty to take in addition to the subsisting securities any other securities for the aforesaid credit facilities or any of them or any part thereof and to release or forbear to enforce all or any of the remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under the Guarantee and that the Guarantors shall have no right to the benefit of the said security and / or any other security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the aforesaid credit facilities and of all (if any) other claims of the Bank against the Borrowers on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other Guarantor or other persons (if any) entitled to the benefit of such securities respectively.

6. The Guarantee herein contained shall be enforceable against the Guarantors notwithstanding the securities aforesaid or any of the them or any other collateral securities that the Bank may have obtained or may obtain from the Borrower or any other person shall at the time when proceedings are taken against the Guarantors hereunder be outstanding and/or not enforced and or remain unrealised.

7. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantors were principal debtors to the Bank for all payments guaranteed by them as aforesaid to the Bank.

8. The guarantee herein contained is a continuing one for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.

9. Notwithstanding the Bank's rights under any security which the Bank may have obtained or may obtain the Bank shall have fullest liberty to call upon the Guarantors to pay the principal sum not exceeding Rs. 400,00,00,000/- (Rs. Four Hundred Crore only) together with interest as well as the costs (as between advocate and client) charges and expenses, and /or other monies for the time being due to the Bank in respect of or under the above mentioned credit facilities or any of them without requiring the Bank to realise from the Borrower the amount due to the Bank in respect of the above mentioned credit facilities and /or requiring the Bank to enforce any remedies or securities available to the Bank.

10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by Bank or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Bank or concern.

11. The Guarantee shall be irrevocable and enforceable against the Guarantors notwithstanding any dispute between the Bank and the Borrower.

12. The Guarantors affirm confirm and declare that any balance confirmation and/or acknowledgment of debt and /or admission of liability given or promise or part payment made by the Borrower or the authorised agent of the Borrower to the Bank shall be deemed to have been made and /or given by or on behalf of the Guarantors themselves and shall be binding upon each of them.

13. The Guarantors shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfillment of their obligations under this Guarantee and any security of deposited with the Bank may be sold by the Bank after giving to the Guarantors a reasonable notice of sales and the said sum or the proceeds of sale of the securities may be appropriated by the Bank in or towards satisfaction of the said obligations and any liability arising out of non-fulfillment thereof by the Guarantors.

14. The Guarantors hereby agree that notwithstanding any variation made in the terms of the said Agreement of loan and / or any of the said security documents including reallocation / interchange of the individual limits within the principal sum variation in the rate of interest, extension of the date for payment of the instalments, if any, or any composition made between the Bank and Borrower to give time to or not to sue the Borrower, or the Bank parting with any of the securities given by the Borrower, the Guarantors shall not be released or discharged of their obligation under this Guarantee provided that in the event of any such variation or composition or agreement the liability of the Guarantors shall not withstanding anything herein contained be deemed to have accrued and the Guarantors shall be deemed to have become liable on the date or dates on which the borrower shall become liable to pay the amount/amounts due under the said Agreement of Loan and/or any of the said security documents as a result of such variation or composition or agreement.

15. The Guarantors hereby agree and confirm that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantors on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantors under these presents.

16. The Guarantors agree that notwithstanding the Bank for any reason whatsoever losing and/or parting with any of the securities given by the Borrower the Guarantors shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so losing or parting with a security the guarantor shall be deemed to have consented to or acquiesced in the same.

17. *The Guarantors agree that if the Borrower being an individual becomes an insolvent or being a company enters into liquidation or winding up (whether compulsory or voluntary) or if the management of the undertaking of the Borrower is taken over under any law or if the Borrower and/or the undertaking of the Borrower is nationalised under any law or make any arrangement or composition with creditors the Bank may (notwithstanding payment to the Bank by the Guarantors or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claims against the borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of 'all the rights of the Guarantors in competition with Bank until all the Bank's claims are fully satisfied and the Guarantors will not be paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claims against the Borrower have been satisfied and the Bank may enforce and recover payment from the Guarantors of the full amount payable by the Guarantors notwithstanding any such proof or composition as aforesaid. On

the happening of any of the aforesaid events, the Guarantors shall forthwith inform the Bank in writing of the same.

18. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation pledge and/or mortgage and /or any other charge over goods, movables or other assets and/or any other property movable or immovable and that the Guarantors have not given this guarantee upon any understanding faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, the guarantors will not claim to be discharged to any extent because of the bank's failure to take nay or other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its defaults and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.

19. The Guarantors agree that any admission or acknowledgement in writing signed by the Borrower of the liability or indebtedness of the Borrower or otherwise in relation to the above mentioned credit facilities and or any part payment as may be made by the Borrower towards the Principal, sum hereby guaranteed or any judgement, award or order obtained by the Bank against the Borrower shall be binding on the Guarantors and the Guarantors accent the correctness of any statement of account that may be served on the Borrower which is duly certified by any Officer of the Bank and the same shall be binding and conclusive as against the Guarantors also and the Guarantors further agree that in the Borrower making an acknowledgement or making a payment the-Borrower shall in addition to his personal capacity be deemed to act as the Guarantors duly authorised agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

20. The Guarantors agree that amount due under or in respect of the aforesaid credit facilities and hereby guaranteed shall be payable to the Bank on the Bank serving the Guarantors with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantors either by actual delivery thereof to the Guarantors or by despatch thereof by Registered Post or Certificate of Posting to the Guarantors address herein given or any other address in India to which, the Guarantors may by written intimation give to the Bank or request that communication addressed to the Guarantors be despatched. Any notice despatched by the Bank by Registered Post or Certificate of Posting to the address to which it is required to be despatched under this clause shall be deemed to have been duly served on the Guarantors four days after the date of posting thereof, and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient if it is established that the envelope containing such notice communication or demand was properly addressed and put into the post office.

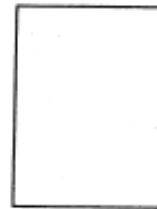
IN WITNESS WHEREOF the Guarantors have executed these presents the day and year first hereinabove written.

Signed Sealed and Delivered by

LDOC- 33

GENERAL FORM OF GUARANTEE

The Assistant General Manager
Bank of Baroda
Corporate Financial Services Branch
Raipur



Place: Raipur
Date:

In consideration of Bank of Baroda (hereinafter called the Bank) giving credit or accommodation or grating facilities to **M/S Chhattisgarh State Power Distribution Company Limited** by making/opening/continuing a Cash Credit account (Sublimit WCDL) in favour of **M/S Chhattisgarh State Power Distribution Company Limited** on terms and condition that may be settled between you and the said **M/S Chhattisgarh State Power Distribution Company Limited** at any time of from time to time without reference to us. **We Government of Chhattisgarh represented by Government of Chhattisgarh** jointly and severally hereby agree with and guarantee to you the due payment and discharge on demand of all amounts due and payable to you by **M/S Chhattisgarh State Power Distribution Company Limited** (hereinafter called The "Principle") at any time and also of all bills, promissory notes or guarantee held by the Bank bearing the principle's signature in respect of the said facilities together with interest, banking and other charges and expenses that the Bank may in course of its business charge against the Principle together with all relative interest, charges costs (as between attorney and client) and expenses PROVIDED NEVERTHELESS that our liability under the Guarantee shall not exceed in the whole sum of **Rupees One Hundred Fifty Crores Only** apart from and in addition to all interest, banking law and other cost, charges, expenses above referred to.

For the consideration aforesaid I/We Jointly and severally further agree as follows:-

1. This guarantee shall be continuing security binding me/us and my/our personal representative until the expiration of three calendar months from the receipt by the Bank of a notice in writing to discontinue in and notwithstanding the discontinuance by or any release or granting of time or indulgence to any one or more of us this Guarantee shall remain a continuing security as to the others and if discontinued by notice this Guarantee shall nevertheless as to the party or parties giving such notice continue to be available (subject to the aforesaid limit of total amount) for and shall stand for all indebtedness and liabilities of the Principle to you at the date of receipt of such notice whether then certain or contingent and whether then payable forthwith or at some future time or times & also for and to all credit facilities granted and to all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account or Principle on you and dated or purporting to be dated on or before such date although presented to or paid by or you after such date and all guarantees signed by the principle and delivered to you on or before such date and that in the event of my/or any of us dying or becoming under disability the liability of the executors administrators or legal representative of such person so dying and of his estate shall continue until the expiration of three calendar months from the receipt by the Bank of a written notice given by such legal representatives (or survivors or survivors of me/us) to determine this guarantee. You shall be at liberty on receipt of any such notice as contemplated in this clause at any time within the three calendar months to open fresh account and/or grant fresh facilities to the Principle and to appropriate thereto all payments subsequently made to you by the Principle and not expressly appropriated to the old account without prejudice to my/our estates liability to the extent aforesaid.

2. I/ We shall not be released from my/our liability in respect of the **B.P. limit of NIL** covered by this guarantee in the event of any omission , delay or default in presentation of bill or in the issue of notice of dishonour or the part of the Bank.
3. The Guarantee is additional and without prejudice to any securities or obligation which you may now or hereafter have from us, from the Principle or from any one else in respect of any indebtedness or liabilities hereby guaranteed and all rights and remedies in respect thereof are reserved.
4. This Guarantee shall be continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by any payments from time to time made to the Bank or any settlement of any account or by reason of the account being brought to a credit at any time or from time to time or its being drawn upto the full extent or exceeding the full extent of the limit from time to time and its being or reduced or extinguished and thereafter reopened. The Guarantee shall continue in force notwithstanding the discharge of the Principle by operation of law or my death or the death of any one of us and shall cease only on payment of the amount guaranteed hereunder either by me or any of us.
5. I/We expressly agree that the Bank shall have full discretionary power without my/our further assent or knowledge and without discharging or in any way affecting my/our liability under this guarantee from time to time AND at any time to negotiate with the principle and settle and/or alter the terms and conditions, to promise to grant time or indulgence to or not to sue the Principle or any person liable with or for the Principle whether as guarantor or, otherwise or make any other arrangement with the Principle or any persons so liable with for the Principle as the Bank may think fit and to hold over , renew , vary , exchange or release in whole or in part and from time to time any securities held or to be held by the Bank for or on account of the moneys and liabilities intended to be hereby secured or any part thereof . I/We also agree that I/We shall not be discharged from my/our liability by your releasing the principle debtor or by any act or omission of yours the legal consequence of which may be to discharge the Principle debtor or by any of yours which would , but for this present provision be inconsistent with my/our rights as surety or by your omission to do any act , which , but for this present provision your duty to me/us would have required should be continuous without gaps you to each and every of the acts mentioned above as you may think fit. Moreover, thought as between the principle debtor and me/us I am/we are sureties only. I/We agree that as between yourselves and me/us, I am /We are Principle debtor(s) jointly with him and accordingly I/We shall not be entitled to any of the rights conferred on sureties by section 133,134,135,139 & 141 of the Indian contract Act. And we further expressly agree that the Bank shall also have discretionary power with out my/our further assent or knowledge or without discharging or in any way affecting my/our liability under the Guarantee from time to time and at any time to agree the variations of the terms and conditions of any Letters of Credit that has been and/or may be opened for the benefit of the Principle to convert a documentary Letter of Credit into clean or open Letter of Credit and vice versa ,to convert a revocable Letter or Credit into irrevocable one and vice versa ,to vary or alter the other terms , as to the nature and amount of credit , war risk , as regards the conditions of advance the nature of the documents to be tendered the names of the beneficiaries , the nature quality quantity of goods , the country of origin and the conditions regarding port of shipment , certificates of country of origin , nature quality , quantity , weight otherwise ,the terms of shipment ,such as F.O.B./C.I.F./F.A.S/C.I.F/C.&F. as regard shipment by installments or to convert a contract for shipment by installment into shipment into one lot, the terms of draft as to insurance and the terms thereof , the terms regarding payments and to part with the shipping documents and/or goods covered by such shipping documents negotiated under the said Letter of Credit or a Trust Receipt of the Principle or otherwise , and other conditions as may be comprised in the **Letter of Credit** within the limit of **Rs NIL** referred to in CI. I hereof and

to release or vary and security granted therefor and for the purpose aforesaid to settle and or alter the terms & conditions to grant time or indulgence to Principle or any Person liable with or for the Principle whether as Guarantor or otherwise or compound or make any other arrangement with the Principle or any other person so liable with or for the Principle as the Bank may think fit and to hold over renew, vary, exchange or securities held or to be held by the Bank for/or on account of the moneys and liabilities intended to be secured hereby or any part thereof. And for all the purposes of this claim the Principle is empowered to give consent on my/our behalf and any consent given by the Principle shall be deemed to have been given by me/us and shall bind me/us in all respects as if the same had been expressly given by me/us in writing. The Principle is also hereby empowered to acknowledgement and/or the security/ies shall be valid as against me/us as though they were executed by me/ourselves.

6. The Bank may recover against me/us to the extent here-in-before mentioned notwithstanding that the principle or his agents, partners, directors or officers may have exceeded his or their powers or that the arrangements with the Bank may have been ultra vires and without being bound to enforce its claim against the Principle or any other person or other security held by the Bank. The Bank shall not be bound to inquire into powers of the Principle or his agents or partners, directors or officers purporting to act on behalf of the Principle and all moneys dues or liabilities incurred shall be deemed to form part of the present guarantee notwithstanding that Principal or his agents, partners, directors and officers may have exceeded his or their power or the arrangement with the Bank may have been ultra vires.
7. I/We waive in the Bank's favour all or Any of my/our rights against the Bank or the Principle as may be necessary to give effect to any of the provisions of this Guarantee.
8. I/We declare that I/We have not received any security from the Principal for the giving of this guarantee and I/We agree that I/We will not so long as any moneys remain owing by the Principal to the Bank or any liability incurred by the Bank remains outstanding, take any security in respect of my/our liability hereunder without first obtaining the Bank's written consent and I/We agree that in the event of my/our taking any such security amount for which I/We am/are to be liable under this guarantee shall be increased by the amount by which dividends payable by the Principal to you on a winding up is thereby diminished. I/We have not received any consideration by way of Commission or otherwise for giving this guarantee; nor shall I/We receive any consideration for my/our standing as Guarantor/s to the Facility/ies above mentioned.
9. I/We further agree that in respect of my/our liability hereunder the Bank shall have a lien on all securities belonging to me/us now or hereafter held by the Bank and all moneys now or hereafter standing to my/our credit with Bank on my current or any other account.
10. And this guarantee shall be applicable to the ultimate balance that may become due to the Bank from the Principal and until repayment of such balance the Bank shall be entitled to retain, realize or otherwise dispose of in such manner as the Bank may think fit any securities now or hereafter held by the Bank and without any liability to account to me/us for my/our any portion of such securities or of the proceeds thereof until all your claims have been fully satisfied, and in the meantime I/we will not take any steps to enforce any right or claim against the Principal in respect of any moneys paid by me/us to the Bank hereunder. And, further that if the Bank should receive payments from the principal or from any security held by the Bank, or if the Principal shall become insolvent or go into liquidation or compound with his creditors, The Bank shall be at liberty without discharging my/our liability to make or as sent to any compromises, compositions or arrangements or to prove and rank as creditor in respect of the amount claimable by the Bank or any items thereof and to receive dividends thereupon and all such payments and dividends received shall be treated as payments in gross and my/our liability shall extended to the ultimate balance after

deducting such payments and to the entire exclusion and surrender of all my/our rights as sureties in competition with the bank any rule of law or equity to the contrary notwithstanding. And/we shall not be paying off the sum guaranteed or any part thereof or any other ground, prove or claim to prove in respect of the sum guaranteed or any part thereof or take advantage for any securities held by the Bank until whole of your claim against the Principal has been satisfied.

11. A demand in writing shall be deemed to have been duly given to me/us or my/our last known address hereunder written and shall be effectual notwithstanding and change of address or notwithstanding notice thereof to the Bank, and such demand if sent by post shall be deemed to be received by me/us or my/ours heirs, assigns 24 hours after posting thereof and shall be sufficient if signed by any officer of the bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the post.
 12. In the event of this guarantee being determined either by notice by me/us or by demand in writing by the Bank, it shall be lawful for the Bank to continue the account of the Principal notwithstanding such determination and my/our liability or for moneys advanced or paid or agreed to be advanced or paid and liabilities or obligations incurred by the Bank at the date when the guarantee is so determined shall remain notwithstanding and subsequent payment or out of the cash credit by or on behalf of the Principal up-to the limit aforesaid.
 13. The guarantee shall not affect or be affected by any other or further securities taken or held by you or by any loss by you of any collateral or other security nor by your failing to recover by the realisation of collateral securities or otherwise any such sum or sums due from the Principal or any other person, or any laches on your part, nor shall be responsible to me/us for any such loss or laches.
 14. Any account settled or stated between you and the Principal or admitted by the Principal shall be accepted by me/us as conclusive evidence. A certificate in writing signed by officer of the Bank stating the amount at any particular time payable under this guarantee shall be conclusive evidence against me/us.
 15. This guarantee shall be enforceable notwithstanding and change in the name of the bank and it shall ensure for the benefit of any Banking company with which the Bank may become amalgamated or to which the Bank shall assign it.
 16. Should the Principal be a limited company, corporate or un-incorporate body, committee, firm, partnership, trustees or debtors on a joint account, the provisions here-in-before contained shall be construed and take effect where necessary as if words importing the singular number included, also the plural number. This guarantee shall remain effective notwithstanding any death, retirement, change, accession. Or addition, as fully as if the person of persons constituting or trading or acting as such body, committee, firm, partnership, trustees or debtor on joint account at the date of the Principal's default or at any time previously was or were the same as the date hereof.
- I/We further agree, declare, undertake, assure and confirm that the following is the exhaustive list of my/our legal heirs with his/her/their full address/es, and the said list is furnished to enable the Bank to take steps for recovery of its dues from any one/some/all of them in the event of my/our demise, or of any one or some or all of us during the currency/pendency of such credit facilities extended by the Bank to **M/S Chhattisgarh State Power Distribution Company Limited.**

Name of the Guarantor/s	Age	Names of Legal Heirs	Age	Relationship with the Borrower	Address /es	Occupation / Vocation legal heirs
Govt. of Chhattisgarh represented by	Not applicable					

I/We further agree, undertake and assure that I/We promptly inform you in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage etc. and/or that may be caused by any amendment/change in my/our personal law/s and/or on account of any amendment/change in the general statute/laws of the country.

17. I/We also give hereunder particulars of immovable properties belonging to me/us, which have/have not been charged to the Bank as also not charged to any Bank/Financial Institution/Creditor as security for financial assistance granted to me/us.

Item No.	Particulars of Immovable properties with full address (where situate, etc)	In whose name the property Stands	Present encumbrance	Whether leasehold or ownership	Present Market Value (Rs. Lacs)
	Not applicable				

18. In the event of there being more than one guarantor the liability of the remaining guarantors shall not be affected or released or given up by time or other indulgence to one or more of the guarantors until notice shall have been given to the Bank as provided in Clause 1 hereof.
19. The Bank shall be entitled to fix with the Principal a period for such loan/overdraft/Cash Credit account facility and to alter to extend such a period from time to time. The Bank shall be entitled from time to time take renewals of hundies, promissory notes or other documents and securities from the Principal. The Bank shall be entitled to take one hundi or promissory note or other documents for whole amount hereby guaranteed or to split up the amount and take separate documents for each part and take any such documents from the Principal alone, or from the Principal and other persons whose identity may vary from time to time. My/our liability under this Guarantee shall not be discharged affected in any way by reason of any such or similar acts or dealings.
20. I / We, understand that as a precondition, relating to grant of the loans / advances / other non-fund based credit facilities to **M/S Chhattisgarh State Power Distribution Company Limited** and furnishing of guarantee in relation thereto, the BANK OF BARODA, requires consent of the guarantor/s of the credit facility, granted / to be granted by the Bank for the disclosure of, information and data relating to the Guarantor/s, any credit facility availed of / to be availed by the guarantor/s, obligations assumed / to be assumed by the guarantors, in relation thereto and default, if any, committed by be/us, in discharge thereof.
21. Accordingly, I / We, hereby agree and give consent for the disclosure by the BANK OF BARODA of all or any such ;

- (a) Information and data relating to me / us.

- (b) The information or data relating to any credit facility availed of / to be availed by me / us and
- (c) Default, if any, committed by me / us, in discharge of my/ our such obligation.

As the BANK OF BARODA may deem appropriate and necessary to disclose and furnish to CREDIT INFORMATION BUREAU (INDIA) Ltd. And any other agency authorized in this behalf by RBI.

22. I / We declare that the information and data furnished by me / us to the BANK OF BARODA are true and correct.

23. I / We undertake that :

- (a) The Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner fit by them and
- (b) The Credit Information Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

FORM C.4

(DEED OF GUARANTEE FOR OVERALL LIMIT)

This Deed of Guarantee made on the _____ day of _____ Two thousand and Twenty-One

by

Government of Chhattisgarh, represented by _____,
Government of Chhattisgarh (hereinafter unless otherwise specifically designated referred to as "the Guarantors" which expression shall unless repugnant to the context or meaning thereof be deemed to include in so far as the company is concerned its successors and permitted assigns and in so far as the others are concerned their respective heirs, executors, administrators and legal representatives) in favour of **STATE BANK OF INDIA**, a body-corporate constituted under the State Bank of India Act, 1955, and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and one of its Commercial Clients Group Regional Office at 2nd Floor, Magma House, Park Street, Kolkata - 700016 and amongst other places a branch at **Commercial Branch, 2nd Floor, Pujari Chambers, Pachpedi Naka, Raipur - 492001** (hereinafter unless otherwise specifically designated referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS in terms of an Agreement of Loan executed by **CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED**, a company within the meaning of the Companies Act, 1956, and having its registered office at **Vidyut Sewa Bhawan, Dangania, Raipur, Chhattisgarh - 492013** (hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) with the Bank of the other Part on **19th day of July, 2016** as modified and/or extended by Supplemental Agreement dated the **12th day of June, 2019** executed between the Borrower and the Bank (hereinafter collectively referred to as "the said Agreement of Loan") the Bank has agreed to finance the business of the Borrower by granting all or some or any of the credit facilities or the Bank has agreed to continue the credit facilities now being enjoyed by the Borrower and the Bank has also agreed not to sue the Borrower in respect of all or some or any of the credit facilities either in Indian or foreign currencies by way of overdrafts, demand loans, loans, cash credits (by way of pledge lock and key type, factory type or mundry type or by way of hypothecation or in any other form including working capital term loan), term loans (including funding of interest or in any other form granted as part of rehabilitation packages), pre-shipment and post-shipment credits, opening of letters of credits, issuing of guarantee including deferred payment guarantees and indemnities negotiations and discounting of demand and/or usance bills and cheques inland as well as foreign and such other facilities as may be agreed upon from time to time between the Bank and Borrower for sums not exceeding in the aggregate the sum of **Rs.400,00,00,000/- (Rs. Four hundred crore only)** (FBWC limit **Rs 300,00,00,000/-** and NFB **Rs 100,00,00,000/-** (hereinafter referred to as "the aforesaid credit facilities") on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the said Agreement of Loan is that the Borrower shall procure and furnish to the Bank a guarantee guaranteeing due payment by the Borrower of the said (Fund Based Working Capital limit) sum of **Rs. 300,00,00,000/- (Rs. Three Hundred Crore only)** (hereinafter for the sake of brevity referred to as "the principal sum") together with interest costs charges expenses and/or other monies due to the Bank in respect of or under the aforesaid credit facilities or any of them on demand by the Bank.

AND WHEREAS the Guarantees at the request of the Borrower and in consideration of the Bank having agreed to grant or granted at the request of the Guarantors the aforesaid credit facilities to the Borrower have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed (the Guarantors covenanting and agreeing jointly and severally) as follows:

1. If at any time default shall be made by the Borrower in payment of the principal sum (not exceeding Rs. 300,00,00,000/- (Rs. Three Hundred Crore only) together with interest, costs, charges, expenses and/or other monies for the time being due to the Bank in respect of or under the aforesaid credit facilities or any of them the Guarantors shall forthwith on demand pay to the Bank the whole of such principal sum (not exceeding Rs. 300,00,00,000/- (Rs. Three Hundred Crore only) together with interest, costs, charges, expenses and/or any other monies as maybe then due to the Bank in respect of the aforesaid credit facilities and shall indemnify and keep indemnified the Bank against all losses of the said principal sum, interest or other monies due and all costs charges and expenses whatsoever which the Bank may incur by reason of any default on the part of the Borrower.

2 The Guarantors agree and confirm that interest shall be charged on the outstanding in the account(s) opened in respect of the aforesaid credit facilities at such rate(s) as may be determined by the Bank from time to time and in such rate is linked to the MCLR obtaining at the particular time, any revision in the MCLR shall correspondingly change the effective rate of interest on such account from the date of such revision. Interest shall be calculated respectively on the daily balance of such account(s) and be debited thereto on the last working day of the month or quarter according to the practice of the Bank. The Bank shall also be entitled to charge as its own discretion such enhanced rates of interest on the account(s) either on the entire outstanding or on a portion thereof as it may fix for any irregularity and for such period as the irregularity continues or for such time as the Bank deems it necessary regard being had to the nature of the irregularity and the charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.

3. The Bank shall have the fullest liberty without affecting this Guarantee to vary the amounts of the individual limits of the aforesaid credit facilities as may be agreed upon from time to time between the Bank and the Borrower subject to the aggregate thereof not exceeding the principal sum and/or to postpone for any time or from time to time enforce or forbear to enforce any remedies of securities available to the Bank of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.

4 As the aforesaid credit facilities have been further secured by hypothecation and /or pledge of the Borrower's movable properties and / or mortgage of the Borrower's immovable properties under separate security documents executed by the Borrower with the Bank which security documents would contain stipulations as to insurance assignment and delivery of Insurance Policy to the Bank the margin or value of properties to be maintained and the periodical furnishing of different statements to the Bank and other matter the Guarantor agree that no failure in requiring or obtaining such security or in the observance or performance of any of the stipulations or terms of the said security documents and no default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under these presents.

5. The Bank shall be at liberty to take in addition to the subsisting securities any other securities for the aforesaid credit facilities or any of them or any part thereof and to release or forbear to enforce all or any of the remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under the Guarantee and that the Guarantors shall have no right to the benefit of the said security and / or any other security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the aforesaid credit facilities and of all (if any) other claims of the Bank against the Borrowers on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other Guarantor or other persons (if any) entitled to the benefit of such securities respectively.

6. The Guarantee herein contained shall be enforceable against the Guarantors notwithstanding the securities aforesaid or any of the them or any other collateral securities that the Bank may have obtained or may obtain from the Borrower or any other person shall at the time when proceedings are taken against the Guarantors hereunder be outstanding and/or not enforced and or remain unrealised.

7. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantors were principal debtors to the Bank for all payments guaranteed by them as aforesaid to the Bank.

8. The guarantee herein contained is a continuing one for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.

9. Notwithstanding the Bank's rights under any security which the Bank may have obtained or may obtain the Bank shall have fullest liberty to call upon the Guarantors to pay the principal sum not exceeding Rs. 300,00,00,000/- (Rs. Three Hundred Crore only) together with interest as well as the costs (as between advocate and client) charges and expenses, and /or other monies for the time being due to the Bank in respect of or under the above mentioned credit facilities or any of them without requiring the Bank to realise from the Borrower the amount due to the Bank in respect of the above mentioned credit facilities and /or requiring the Bank to enforce any remedies or securities available to the Bank.

10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by Bank or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Bank or concern.

11. The Guarantee shall be irrevocable and enforceable against the Guarantors notwithstanding any dispute between the Bank and the Borrower.

12. The Guarantors affirm confirm and declare that any balance confirmation and/or acknowledgment of debt and /or admission of liability given or promise or part payment made by the Bor-

rower or the authorised agent of the Borrower to the Bank shall be deemed to have been made and /or given by or on behalf of the Guarantors themselves and shall be binding upon each of them.

13. The Guarantors shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfillment of their obligations under this Guarantee and any security of deposited with the Bank may be sold by the Bank after giving to the Guarantors a reasonable notice of sales and the said sum or the proceeds of sale of the securities may be appropriated by the Bank in or towards satisfaction of the said obligations and any liability arising out of non-fulfillment thereof by the Guarantors.

14. The Guarantors hereby agree that notwithstanding any variation made in the terms of the said Agreement of loan and / or any of the said security documents including reallocation / interchange of the individual limits within the principal sum variation in the rate of interest, extension of the date for payment of the instalments, if any, or any composition made between the Bank and Borrower to give time to or not to sue the Borrower, or the Bank parting with any of the securities given by the Borrower, the Guarantors shall not be released or discharged of their obligation under this Guarantee provided that in the event of any such variation or composition or agreement the liability of the Guarantors shall not withstanding anything herein contained be deemed to have accrued and the Guarantors shall be deemed to have become liable on the date or dates on which the borrower shall become liable to pay the amount/amounts due under the said Agreement of Loan and/or any of the said security documents as a result of such variation or composition or agreement.

15. The Guarantors hereby agree and confirm that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantors on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantors under these presents.

16. The Guarantors agree that notwithstanding the Bank for any reason whatsoever losing and/or parting with any of the securities given by the Borrower the Guarantors shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so losing or parting with a security the guarantor shall be deemed to have consented to or acquiesced in the same.

17. The Guarantors agree that if the Borrower being an individual becomes an insolvent or being a company enters into liquidation or winding up (whether compulsory or voluntary) or if the management of the undertaking of the Borrower is taken over under any law or if the Borrower and/or the undertaking of the Borrower is nationalised under any law or make any arrangement or composition with creditors the Bank may (notwithstanding payment to the Bank by the Guarantors or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claims against the borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of 'all the rights of the Guarantors in competition with Bank until all the Bank's claims are fully satisfied and the Guarantors will not be paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claims against the Borrower have been satisfied and the Bank may enforce and recover payment from the Guarantors of the full amount payable by the Guarantors notwithstanding any such proof or composition as aforesaid. On the happening of any of the aforesaid events, the Guarantors shall forthwith inform the Bank in writing of the same.

18. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation pledge and/or mortgage and /or any other charge over goods, movables or other assets and/or any other property movable or immovable and that the Guarantors have not given this guarantee upon any understanding faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, the guarantors will not claim to be discharged to any extent because of the bank's failure to take nay or other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its defaults and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.

19. The Guarantors agree that any admission or acknowledgement in writing signed by the Borrower of the liability or indebtedness of the Borrower or otherwise in relation to the above mentioned credit facilities and or any part payment as may be made by the Borrower towards the Principal, sum hereby guaranteed or any judgement, award or order obtained by the Bank against the Borrower shall be binding on the Guarantors and the Guarantors accent the correctness of any statement of account that may be served on the Borrower which is duly certified by any Officer of the Bank and the same shall be binding and conclusive as against the Guarantors also and the Guarantors further agree that in the Borrower making an acknowledgement or making a payment the-Borrower shall in addition to his personal capacity be deemed to act as the Guarantors duly authorised agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

20. The Guarantors agree that amount due under or in respect of the aforesaid credit facilities and hereby guaranteed shall be payable to the Bank on the Bank serving the Guarantors with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantors either by actual delivery thereof to the Guarantors or by despatch thereof by Registered Post or Certificate of Posting to the Guarantors address herein given or any other address in India to which, the Guarantors may by written intimation give to the Bank or request that communication addressed to the Guarantors be despatched. Any notice despatched by the Bank by Registered Post or Certificate of Posting to the address to which it is required to be despatched under this clause shall be deemed to have been duly served on the Guarantors four days after the date of posting thereof, and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient if it is established that the envelope containing such notice communication or demand was properly addressed and put into the post office.

IN WITNESS WHEREOF the Guarantors have executed these presents the day and year first hereinabove written.

Signed Sealed and Delivered by

LDOC- 33

GENERAL FORM OF GUARANTEE

The Assistant General Manager
Bank of Baroda
Corporate Financial Services Branch
Raipur



Place: Raipur
Date:

In consideration of Bank of Baroda (hereinafter called the Bank) giving credit or accommodation or grating facilities to **M/S Chhattisgarh State Power Distribution Company Limited** by making/opening/continuing a Cash Credit account (Sublimit WCDL) in favour of **M/S Chhattisgarh State Power Distribution Company Limited** on terms and condition that may be settled between you and the said **M/S Chhattisgarh State Power Distribution Company Limited** at any time or from time to time without reference to us. **We Government of Chhattisgarh represented by Government of Chhattisgarh** jointly and severally hereby agree with and guarantee to you the due payment and discharge on demand of all amounts due and payable to you by **M/S Chhattisgarh State Power Distribution Company Limited** (hereinafter called The "Principle") at any time and also of all bills, promissory notes or guarantee held by the Bank bearing the principle's signature in respect of the said facilities together with interest, banking and other charges and expenses that the Bank may in course of its business charge against the Principle together with all relative interest, charges costs (as between attorney and client) and expenses PROVIDED NEVERTHELESS that our liability under the Guarantee shall not exceed in the whole sum of **Rupees Two Hundred Fifty Crores Only** apart from and in addition to all interest, banking law and other cost, charges, expenses above referred to.

For the consideration aforesaid I/We Jointly and severally further agree as follows:-

1. This guarantee shall be continuing security binding me/us and my/our personal representative until the expiration of three calendar months from the receipt by the Bank of a notice in writing to discontinue in and notwithstanding the discontinuance by or any release or granting of time or indulgence to any one or more of us this Guarantee shall remain a continuing security as to the others and if discontinued by notice this Guarantee shall nevertheless as to the party or parties giving such notice continue to be available (subject to the aforesaid limit of total amount) for and shall stand for all indebtedness and liabilities of the Principle to you at the date of receipt of such notice whether then certain or contingent and whether then payable forthwith or at some future time or times & also for and to all credit facilities granted and to all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account or Principle on you and dated or purporting to be dated on or before such date although presented to or paid by or you after such date and all guarantees signed by the principle and delivered to you on or before such date and that in the event of my/or any of us dying or becoming under disability the liability of the executors administrators or legal representative of such person so dying and of his estate shall continue until the expiration of three calendar months from the receipt by the Bank of a written notice given by such legal representatives (or survivors or survivors of me/us) to determine this guarantee. You shall be at liberty on receipt of any such notice as contemplated in this clause at any time within the three calendar months to open fresh account and/or grant fresh facilities to the Principle and to appropriate thereto all payments subsequently made to you by the Principle and not expressly appropriated to the old account without prejudice to my/our estates liability to the extent aforesaid.

2. I/ We shall not be released from my/our liability in respect of the **B.P. limit of NIL** covered by this guarantee in the event of any omission , delay or default in presentation of bill or in the issue of notice of dishonour or the part of the Bank.
3. The Guarantee is additional and without prejudice to any securities or obligation which you may now or hereafter have from us, from the Principle or from any one else in respect of any indebtedness or liabilities hereby guaranteed and all rights and remedies in respect thereof are reserved.
4. This Guarantee shall be continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by any payments from time to time made to the Bank or any settlement of any account or by reason of the account being brought to a credit at any time or from time to time or its being drawn upto the full extent or exceeding the full extent of the limit from time to time and its being or reduced or extinguished and thereafter reopened. The Guarantee shall continue in force notwithstanding the discharge of the Principle by operation of law or my death or the death of any one of us and shall cease only on payment of the amount guaranteed hereunder either by me or any of us.
5. I/We expressly agree that the Bank shall have full discretionary power without my/our further assent or knowledge and without discharging or in any way affecting my/our liability under this guarantee from time to time AND at any time to negotiate with the principle and settle and/or alter the terms and conditions, to promise to grant time or indulgence to or not to sue the Principle or any person liable with or for the Principle whether as guarantor or, otherwise or make any other arrangement with the Principle or any persons so liable with for the Principle as the Bank may think fit and to hold over , renew , vary , exchange or release in whole or in part and from time to time any securities held or to be held by the Bank for or on account of the moneys and liabilities intended to be hereby secured or any part thereof . I/We also agree that I/We shall not be discharged from my/our liability by your releasing the principle debtor or by any act or omission of yours the legal consequence of which may be to discharge the Principle debtor or by any of yours which would , but for this present provision be inconsistent with my/our rights as surety or by your omission to do any act , which , but for this present provision your duty to me/us would have required should be continuous without gaps you to each and every of the acts mentioned above as you may think fit. Moreover, thought as between the principle debtor and me/us I am/we are sureties only. I/We agree that as between yourselves and me/us, I am /We are Principle debtor(s) jointly with him and accordingly I/We shall not be entitled to any of the rights conferred on sureties by section 133,134,135,139 & 141 of the Indian contract Act. And we further expressly agree that the Bank shall also have discretionary power with out my/our further assent or knowledge or without discharging or in any way affecting my/our liability under the Guarantee from time to time and at any time to agree the variations of the terms and conditions of any Letters of Credit that has been and/or may be opened for the benefit of the Principle to convert a documentary Letter of Credit into clean or open Letter of Credit and vice versa ,to convert a revocable Letter or Credit into irrevocable one and vice versa ,to vary or alter the other terms , as to the nature and amount of credit , war risk , as regards the conditions of advance the nature of the documents to be tendered the names of the beneficiaries , the nature quality quantity of goods , the country of origin and the conditions regarding port of shipment , certificates of country of origin , nature quality , quantity , weight otherwise ,the terms of shipment ,such as F.O.B./CIFC/FA.S/C.I.F/C.&F. as regard shipment by installments or to convert a contract for shipment by installment into shipment into one lot, the terms of draft as to insurance and the terms thereof , the terms regarding payments and to part with the shipping documents and/or goods covered by such shipping documents negotiated under the said Letter of Credit or a Trust Receipt of the Principle or otherwise , and other conditions as may be comprised in the **Letter of Credit** within the limit of **Rs NIL** referred to in CI. I hereof and

to release or vary and security granted therefor and for the purpose aforesaid to settle and or alter the terms & conditions to grant time or indulgence to Principle or any Person liable with or for the Principle whether as Guarantor or otherwise or compound or make any other arrangement with the Principle or any other person so liable with or for the Principle as the Bank may think fit and to hold over renew, vary, exchange or securities held or to be held by the Bank for/or on account of the moneys and liabilities intended to be secured hereby or any part thereof. And for all the purposes of this claim the Principle is empowered to give consent on my/our behalf and any consent given by the Principle shall be deemed to have been given by me/us and shall bind me/us in all respects as if the same had been expressly given by me/us in writing. The Principle is also hereby empowered to acknowledgement and/or the security/ies shall be valid as against me/us as though they were executed by me/ourselves.

6. The Bank may recover against me/us to the extent here-in-before mentioned notwithstanding that the principle or his agents, partners, directors or officers may have exceeded his or their powers or that the arrangements with the Bank may have been ultra vires and without being bound to enforce its claim against the Principle or any other person or other security held by the Bank. The Bank shall not be bound to inquire into powers of the Principle or his agents or partners, directors or officers purporting to act on behalf of the Principle and all moneys dues or liabilities incurred shall be deemed to form part of the present guarantee notwithstanding that Principal or his agents, partners, directors and officers may have exceeded his or their power or the arrangement with the Bank may have been ultra vires.
7. I/We waive in the Bank's favour all or Any of my/our rights against the Bank or the Principle as may be necessary to give effect to any of the provisions of this Guarantee.
8. I/We declare that I/We have not received any security from the Principal for the giving of this guarantee and I/We agree that I/We will not so long as any moneys remain owing by the Principal to the Bank or any liability incurred by the Bank remains outstanding, take any security in respect of my/our liability hereunder without first obtaining the Bank's written consent and I/We agree that in the event of my/our taking any such security amount for which I/We am/are to be liable under this guarantee shall be increased by the amount by which dividends payable by the Principal to you on a winding up is thereby diminished. I/We have not received any consideration by way of Commission or otherwise for giving this guarantee; nor shall I/We receive any consideration for my/our standing as Guarantor/s to the Facility/ies above mentioned.
9. I/We further agree that in respect of my/our liability hereunder the Bank shall have a lien on all securities belonging to me/us now or hereafter held by the Bank and all moneys now or hereafter standing to my/our credit with Bank on my current or any other account.
10. And this guarantee shall be applicable to the ultimate balance that may become due to the Bank from the Principal and until repayment of such balance the Bank shall be entitled to retain, realize or otherwise dispose of in such manner as the Bank may think fit any securities now or hereafter held by the Bank and without any liability to account to me/us for my/our any portion of such securities or of the proceeds thereof until all your claims have been fully satisfied, and in the meantime I/we will not take any steps to enforce any right or claim against the Principal in respect of any moneys paid by me/us to the Bank hereunder. And, further that if the Bank should receive payments from the principal or from any security held by the Bank, or if the Principal shall become insolvent or go into liquidation or compound with his creditors, The Bank shall be at liberty without discharging my/our liability to make or as sent to any compromises, compositions or arrangements or to prove and to rank as creditor in respect of the amount claimable by the Bank or any items thereof and to receive dividends thereupon and all such payments and dividends received shall be treated as payments in gross and my/our liability shall extended to the ultimate balance after

deducting such payments and to the entire exclusion and surrender of all my/our rights as sureties in competition with the bank any rule of law or equity to the contrary notwithstanding. And/we shall not be paying off the sum guaranteed or any part thereof or any other ground, prove or claim to prove in respect of the sum guaranteed or any part thereof or take advantage for any securities held by the Bank until whole of your claim against the Principal has been satisfied.

11. A demand in writing shall be deemed to have been duly given to me/us/or my/our last known address hereunder written and shall be effectual notwithstanding and change of address or notwithstanding notice thereof to the Bank, and such demand if sent by post shall be deemed to be received by me/us or my/ours heirs, assigns 24 hours after posting thereof and shall be sufficient if signed by any officer of the bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the post.
12. In the event of this guarantee being determined either by notice by me/us or by demand in writing by the Bank, it shall be lawful for the Bank to continue the account of the Principal notwithstanding such determination and my/our liability or for moneys advanced or paid or agreed to be advanced or paid and liabilities or obligations incurred by the Bank at the date when the guarantee is so determined shall remain notwithstanding and subsequent payment or out of the cash credit by or on behalf of the Principal up-to the limit aforesaid.
13. The guarantee shall not affect or be affected by any other or further securities taken or held by you or by any loss by you of any collateral or other security nor by your failing to recover by the realisation of collateral securities or otherwise any such sum or sums due from the Principal or any other person, or any laches on your part, nor shall be responsible to me/us for any such loss or laches.
14. Any account settled or stated between you and the Principal or admitted by the Principal shall be accepted by me/us as conclusive evidence. A certificate in writing signed by officer of the Bank stating the amount at any particular time payable under this guarantee shall be conclusive evidence against me/us.
15. This guarantee shall be enforceable notwithstanding and change in the name of the bank and it shall ensure for the benefit of any Banking company with which the Bank may become amalgamated or to which the Bank shall assign it.
16. Should the Principal be a limited company, corporate or un-incorporate body, committee, firm, partnership, trustees or debtors on a joint account, the provisions here-in-before contained shall be construed and take effect where necessary as if words importing the singular number included, also the plural number. This guarantee shall remain effective notwithstanding any death, retirement, change, accession. Or addition, as fully as if the person of persons constituting or trading or acting as such body, committee, firm, partnership, trustees or debtor on joint account at the date of the Principal's default or at any time previously was or were the same as the date hereof.

I/We further agree, declare, undertake, assure and confirm that the following is the exhaustive list of my/our legal heirs with his/her/their full address/es, and the said list is furnished to enable the Bank to take steps for recovery of its dues from any one/some/all of them in the event of my/our demise, or of any one or some or all of us during the currency/ pendency of such credit facilities extended by the Bank to **M/S Chhattisgarh State Power Distribution Company Limited.**

Name of the Guarantor/s	Age	Names of Legal Heirs	Age	Relationship with the Borrower	Address /es	Occupation / Vocation legal heirs
Govt. of Chhattisgarh represented by	Not applicable					

I/We further agree, undertake and assure that I/We promptly inform you in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage etc. and/or that may be caused by any amendment/change in my/our personal law/s and/or on account of any amendment/change in the general statute/laws of the country.

17. I/We also give hereunder particulars of immovable properties belonging to me/us, which have/have not been charged to the Bank as also not charged to any Bank/Financial Institution/Creditor as security for financial assistance granted to me/us.

Item No.	Particulars of Immovable properties with full address (where situate, etc)	In whose name the property Stands	Present encumbrance	Whether leasehold or ownership	Present Market Value (Rs. Lacs)
	Not applicable				

18. In the event of there being more than one guarantor the liability of the remaining guarantors shall not be affected or released or given up by time or other indulgence to one or more of the guarantors until notice shall have been given to the Bank as provided in Clause 1 hereof.
19. The Bank shall be entitled to fix with the Principal a period for such loan/overdraft/Cash Credit account facility and to alter to extend such a period from time to time. The Bank shall be entitled from time to time take renewals of hundies, promissory notes or other documents and securities from the Principal. The Bank shall be entitled to take one hundi or promissory note or other documents for whole amount hereby guaranteed or to split up the amount and take separate documents for each part and take any such documents from the Principal alone, or from the Principal and other persons whose identity may vary from time to time. My/our liability under this Guarantee shall not be discharged affected in any way by reason of any such or similar acts or dealings.
20. I / We, understand that as a precondition, relating to grant of the loans / advances / other non-fund based credit facilities to **M/S Chhattisgarh State Power Distribution Company Limited** and furnishing of guarantee in relation thereto, the BANK OF BARODA, requires consent of the guarantor/s of the credit facility, granted / to be granted by the Bank for the disclosure of, information and data relating to the Guarantor/s, any credit facility availed of / to be availed by the guarantor/s, obligations assumed / to be assumed by the guarantors, in relation thereto and default, if any, committed by be/us, in discharge thereof.
21. Accordingly, I / We, hereby agree and give consent for the disclosure by the BANK OF BARODA of all or any such ;

- (a) Information and data relating to me / us.

- (b) The information or data relating to any credit facility availed of / to be availed by me / us and
- (c) Default, if any, committed by me / us, in discharge of my/ our such obligation.

As the BANK OF BARODA may deem appropriate and necessary to disclose and furnish to CREDIT INFORMATION BUREAU (INDIA) Ltd. And any other agency authorized in this behalf by RBI.

22. I / We declare that the information and data furnished by me / us to the BANK OF BARODA are true and correct.

23. I / We undertake that :

- (a) The Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner fit by them and
- (b) The Credit Information Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

UNION BANK OF INDIA

GUARANTEE FOR LINE OF CREDIT AND TERM LOAN

**This Guarantee for Line of Credit and Term Loan
entered Between
The Guarantor (as defined
hereafter) AND
The Bank (as defined
hereafter)**

ARTICLE 1 PREAMBLE

WHEREAS

The Bank has Sanctioned/agreed to Sanction the credit facilities morefully described in Schedule 1 to this deed to the Borrower. The Guarantor, in consideration of the Bank agreeing to Sanction Credit Facilities to the Borrower, has agreed to Guarantee all the obligations of the Borrower, towards the Bank under or in connection with Credit Facilities.

NOW IN CONSIDERATION OF THE PREMISES THE GUARANTOR AGREES AS FOLLOWS :

ARTICLE - 2 DEFINITIONS

As used throughout the Body of this Agreement, the following terms shall have the following meaning assigned to them below. References to singular shall include references to plural and vice versa, and the following terms shall include all grammatical variations thereof.

- 2.1 'Account' means Account or Accounts opened or to be opened and kept by the Bank for the purpose of recording all or any transaction(s) in respect of Credit Facilities sanctioned or to be Sanctioned to the Borrower.
- 2.2 'Bank' means Union Bank of India, a Banking Company constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and having its Head Office at 239 Vidhana Bhavan Marg, Nariman Point, Mumbai - 400 021 and Branch Office among other

places all over India at - **UNION BANK OF INDIA LILYCHOWK BRANCHRAIPUR, CHHATTISHGARH** hereunder, which expression shall include its Successors-in-interest and assigns unless repugnant to the context thereto.

- 2.3 'Borrower' means person or persons more fully described in Schedule II hereunder, which expression shall include its heirs, administrators, executors, Trustees, members, Survivor(s), Successors-in-interest and assigns as the case may be, unless repugnant to the context thereto.
- 2.4 'Guarantor' means person or persons more fully described in Part A of Schedule III hereunder which expression shall include the Guarantor's Heirs, legal representatives, executors, assigns, successors-in-interest as the case may be, unless repugnant to the context thereto.
- 2.5 All the terms used in this Agreement of Guarantee but not defined shall have the meaning assigned to them under the Facility Agreement dated 27/05/2020, executed by the Borrower.

ARTICLE - 3

OBLIGATIONS OF THE GUARANTOR

- 3.1 **Guarantor guarantees due repayment of all liabilities of the Borrower on Demand** : The Guarantor hereby irrevocably and unconditionally guarantees to the Bank due payment and due discharge, two days after demand in writing, of all liabilities of the Borrower, whether present, future or contingent under Credit Facilities together with interest as agreed between the Bank and Borrower.
- 3.2 **Guarantor guarantees due payment of all charges and costs** : The Guarantor hereby irrevocably and unconditionally guarantees to the Bank on demand, due payment or reimbursement of any/all charges, costs, expenses, including legal costs (being between Advocate and Client) and all such duties, taxes, insurance premia and other expenses, the Bank has incurred or may incur as a consequence of sanction of credit facilities to the Borrower and also as consequence of default of the terms, conditions and covenants Rupee Term Loan Agreement dated 23/08/2017, by the Borrower.
- 3.3 **Guarantor to be Principal Debtor for the liabilities of the Borrower** : The Guarantor hereby irrevocably agrees that for all the obligations of the Borrower, the Guarantor shall be primarily liable and the

Guarantor's primary liability shall not be affected by any arrangement between the Borrower and the Bank.

- 3.4 **Guarantee to be continuing guarantee** : The Guarantor hereby irrevocably agrees that the guarantee given under these presents shall be continuing guarantee and shall not ordinarily be determined except with the consent of the Bank and only upon repayment of all liabilities by the Borrower to the Bank and the Bank giving written discharge to this effect.
- 3.5 **Guarantee not to be revoked or determined without prior notice** : The Guarantee shall not be revoked or determined unless three calendar months notice in writing of the intention to do so is given to the Bank and such revocation or determination shall take effect only after expiry of the period of notice and in the event of the Guarantor being a Company in liquidation, the liability of the Guarantor shall continue until the expiration of three calendar months notice in writing given to the Bank of the intention of the liquidator to determine this guarantee.
- 3.6 **Guarantee shall not be determined on the Insolvency or liquidation of the Borrower**: The guarantee shall not be determined on the insolvency or liquidation of the Borrower until the Bank gives written discharge.
- 3.7 **Guarantor's waiver of rights under the Law of Contract** : The Guarantor hereby expressly waives all the rights available under the Indian Contract Act, 1872 or any other law for the time being in force and further agrees that the Bank in its sole and absolute discretion and without any reference or notice to the Guarantor and without consent of the Guarantor, can renew, hold over any portion or whole of Credit Facilities give up any claim, remit the dues, compound, compromise any liabilities of the Borrower or enter into adjustment or vary the terms and conditions with the Borrower in respect of Credit Facilities without in any way affecting the liability of the Guarantor under this guarantee.
- 3.8 **Guarantor's benefit to the Securities given by Borrower waived** : The Guarantor hereby agrees that the Guarantor's liability under this guarantee shall not in any way be reduced or discharged, by reason of the Bank losing or parting with the Securities given by the Borrower to the Bank.
- 3.9 **Guarantor's liability not dependent on the contract between the Bank and the Borrower** : The Guarantor hereby agrees that

the liabilities incurred under these presents shall be independent of any contract or agreement between the Borrower and the Bank and discharge of the Borrower under any contract or agreement or Law or due to any act or omission of the Bank shall not, in any manner, affect the liabilities of the Guarantor under these presents.

- 3.10 **Guarantee for the ultimate balance** : This Guarantee shall be applicable to the ultimate balance due or that may become due to the Bank from the Borrower in respect of any or all Credit Facilities notwithstanding that any or all Account(s) pertaining to Credit Facilities may in the meantime, or at any time(s) have been in credit or may have disclosed or reduced to nil balance, and until repayment of such balance, the Bank shall be entitled to retain, realise, or otherwise dispose of in such manner as the Bank may think fit any Securities now or hereinafter held by the Bank and without affecting the liability of the Guarantor, until the ultimate balance is satisfied.
- 3.11 **Guarantor not to compete with Bank** : In the event of Insolvency, Bankruptcy or Winding up of the Borrower the Guarantor shall not prove in competition with Bank any rights or remedies accrued to him under these presents or under any security taken from the Borrower prejudicially affecting Bank's interest, till all the liabilities of the Borrower towards the Bank are discharged and completely satisfied.
- 3.12 **Guarantor to give Securities as agreed** : The Guarantor agrees to give in Bank's favour any or all securities as the Bank may direct to secure all or any of the liabilities under these presents.
- 3.13 **Monies realised from the Guarantor to be appropriated as provided below** : The Guarantor agrees that monies received from the guarantors and those realised on sale of Guarantor's securities shall be appropriated towards discharge of liabilities under this guarantee as follows.
- (i) Firstly, towards costs, charges and other expenses and other money due and payable or becoming due and payable to the Bank.
 - (ii) Secondly, towards interest.
 - (iii) Lastly, towards the principal amount.

- 3.14 **Bank's claim to be conclusive and binding** : The Bank's claim as to the amount due and payable under the guarantee shall be conclusive and binding on the Guarantor.
- 3.15 **Maximum liability of the Guarantor**: The maximum liability (excluding interest, costs, charges and expenses) of the Guarantor under this Guarantee shall not exceed the amount mentioned in Part B of Schedule III to this Guarantee.
- 3.16 **Guarantor's liability not to be affected by the Bank continuing to deal with the Borrower after determination of Guarantee** : In the event of this guarantee being determined by notice either by the Guarantor or by the Guarantor's successors with the consent in writing of the Bank or by liquidator or by demand in writing by the Bank, it shall be lawful for the Bank to continue the Account/s with the Borrower notwithstanding such determination, and the liability of the Guarantor or the Guarantor's successors for the amount due from the Borrower at the date when the Guarantee is so determined shall remain, notwithstanding any subsequent payment into or out of the Account by or on behalf of the Borrower.
- 3.17 **Guarantee shall be Security for the amounts outstanding in the accounts chosen at Bank's discretion** : Whenever the amount or amounts due from the Borrower exceed the limit for which the Guarantor is liable under this Guarantee, the Bank may if it thinks fit, elect in its sole and absolute discretion, which particular Accounts or items in respect of Credit Facilities shall be considered as exclusively secured by this Guarantee. And the Bank shall be at liberty at any time in case of the payment by the Guarantor of any of the moneys hereby guaranteed to apply to such accounts or items in respect of Credit Facilities and the liability of the guarantor shall continue in respect of other accounts and items of Credit Facilities.
- 3.18 **Any Security taken by Guarantor from the Borrower to be given to Bank**: The Guarantor further undertakes that any Security taken, or that may be taken by the Guarantor, from the Borrower in respect of the Guarantor's liability under this Guarantee, shall not be prejudicial to the Bank's rights and the Guarantor shall forthwith deposit such Security with the Bank.
- 3.19 **This Guarantee shall extend to all negotiable instruments in circulation**: This Guarantee shall be enforceable against the Guarantor notwithstanding any negotiable or other securities referred to herein or

to which this Guarantee may extend or be applicable, shall at the time of enforcement of this Guarantee be outstanding or in circulation.

ARTICLE 4
ADDITIONAL COVENANTS OF THE GUARANTOR
IN RESPECT
OF RUPEE TERM LOAN OF
RS.250 CRORES

4.1 Guarantor to be Indemnifier: In consideration of the Bank agreeing to sanction or having Credit Facilities to the Borrower, the Guarantor hereby covenants and undertakes.

- (a) To indemnify the Bank and keep the Bank fully indemnified and saved, defended and harmless in respect of and against each and every payment made and obligation, liability, loss or damage undertaken or incurred or suffered by the Bank (whether directly or indirectly) under or in connection with all or any part of the above said Credit Facilities or any renewal or extension or modification thereof.
- (b) To pay the Bank on demand all such sum or sums of money as the Bank may pay under or in connection with all or any part of above said Credit Facilities together with interest thereon at the rate/s agreed between the Bank and the Borrower from time to time, from the date on which the Bank so pays until repayment by the Guarantor.
- (c) Notwithstanding the possibility, existence, pendency or continuance of any disputes or differences or any arbitration proceedings or any suit or other legal proceedings whatsoever against the Borrower under or in connection with whole or any part of the above said Credit Facilities and/or between the Guarantor and the Bank which may directly or indirectly arise out of or under or in connection with the subject matter(s) of the above said Credit Facilities or which may affect the legality or validity of all or any of the transaction(s) directly or indirectly connected with or relating to or arising out of the subject matter(s) of above said Credit Facilities the reasonableness or propriety or validity of any such payment(s) made by the Bank to the insurers or the Government Authority or such persons to protect its interest in the security and in recovery of the all monies owed and payable in respect of Credit Facilities shall not be questioned by the Guarantor on any ground whatsoever and such payment shall be conclusive and binding on the Guarantor so far as it concerns the Guarantor's liability to the Bank hereunder.
- (d) To pay to the Bank on demand all costs, charges, and expenses including the legal costs (being between Advocate and client) paid or incurred by the Bank in any wise concerning whole or any part of above said Credit Facilities and the Bank's obligations and liability there under and concerning the presents hereunder and the Bank's rights in respect thereof.

- (e) That the Bank, two days after notice of demand for payment of the guaranteed amount under these presents on the guarantor shall be entitled without any further consent from the Guarantor to debit the account or accounts of the Guarantor at any of its Branches (whether Loan or Cash Credit or Overdraft Savings or Current or Fixed or Short Deposit or any other Accounts by whatsoever name called with all or any monies the Bank pays or may pay under or in respect of whole or any part of above said Credit Facilities and the Bank's obligations there under.

ARTICLE - 5 **GENERAL**

- 5.1 **GUARANTOR NOT TO CREATE ANY ENCUMBRANCE** : The Guarantor hereby declares and assures that the Guarantor has not created in favour of any person (other than the Bank) any lien, charge, pledge, mortgage or other encumbrance over all or any of the Securities given by the Guarantor to the Bank and have not borrowed any monies against the said Securities from any such person. The Guarantor further undertakes that so long as the Guarantor continues to be indebted or liable to the Bank, the Guarantor shall not without the previous written consent of the Bank create or attempt to create in favour of any other person, lien, charge, pledge or encumbrance over any or all Securities.
- 5.2 **BANK MAY OPEN FRESH ACCOUNTS** : It is hereby agreed that, if the Guarantee ceases for any cause to be binding as a continuing Security on the Guarantor, the Bank may open a fresh Account or Accounts and continue any existing Account with the Borrower and no money paid into such Account and subsequently drawn out by the Borrower shall, on settlement of any claim under this guarantee be appropriated towards or have the effect of payment of any part of moneys due from the Borrower at the time of this guarantee ceasing to be so binding as continuing Security in the absence of a direction in writing to appropriate, given to the Bank by the person paying such money.
- 5.3 **ANY IRREGULARITY IN THE BORROWING POWERS OF THE BORROWER, NOT TO AFFECT THE GUARANTOR'S LIABILITY** : If the Borrower is a corporation or company or an unincorporated body or firm, the absence or informality of the Borrowing powers on the part of Borrower or any irregularity in the exercise thereof, shall not affect the liability of the Guarantor and any moneys due under any Sanctioned Credit Facility shall be deemed to be due and payable notwithstanding such absence or informality or irregularity and shall not affect the liabilities of the Guarantor under this guarantee.

- 5.4 **LIABILITY OF THE GUARANTOR NOT TO BE AFFECTED BY CHANGE IN THE CONSTITUTION OF BORROWER** : The liabilities under this guarantee shall not be affected by any change in the name or constitution of the Borrower.
- 5.5 **BORROWER TO BE AGENT OF THE GUARANTOR** : The Guarantor agrees that any acknowledgement by the Borrower on Guarantor's behalf of any or all liabilities and rights of the Bank against the Guarantor under this guarantee shall be deemed to be acknowledgement by the Guarantor and the Borrower for said purpose shall be deemed to be agent of the Guarantor.
- 5.6 **RIGHT TO COMBINE ACCOUNTS, RIGHT OF SET OFF AND APPROPRIATION RESERVED** : The Bank shall have right at any time after notice of demand for payment under these presents to the Guarantor, to combine or consolidate or divide into two or more any or all Guarantor's accounts with the Bank, and/or to set off or transfer and appropriate any sum or sums standing to the credit of any one or more of such accounts (including without limitation the right to set off and appropriate by premature closing of deposit accounts) in or towards satisfaction of the liabilities of the Guarantor on any other account or any other respect, whether such liabilities be actual, or contingent, and several or joint.
- 5.7 **INTERPRETATION** : The words used in singular shall be construed as plural wherever the context so requires. The articles and clauses of this Agreement of Guarantee are severable and any illegality or unenforceability of any article or clause shall not affect the validity or legality of other Article or Clauses.
- 5.8 **NOTICE OF DEMAND** : A Demand in writing shall be deemed to have been duly given to the Guarantor or the legal representatives of any of the Guarantor, by sending the same by post or by Fax, Telex or Telegram or other Mode of communication addressed to addressee at the address or addressees written in Part A of Schedule III and shall be effectual notwithstanding any change of residence or death and notwithstanding notice thereof to Bank, and such demand shall be deemed to be received by Guarantor or legal representatives of the Guarantor as the case may be, twenty four hours after posting/communication thereof and shall be sufficient if signed by any officer of the Bank, and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the Post Office or other Office.

5.9 **BENEFIT OF THIS GUARANTEE** : The Guarantor hereby agrees that this Guarantee shall ensure the benefit of the Bank's successors-in-interest and assigns.

5.10. **GOVERNING LAW AND JURISDICTON:** The Governing Law for the purpose of this guarantee shall be Indian Law and the Indian Courts have exclusive jurisdiction with respect to any matter under this guarantee.

SCHEDULE I

DESCRIPTION CREDIT FACILITIES

<u>Nature of Facilities</u>	<u>Limits</u>	<u>Rate of Interest</u>	<u>Commission</u>
Cash Credit(H/BD)	Rs. 250.00 Crore	MCL1Y	NIL
WCDL within which Cash Credit	(Rs 250.00 crore)	Tenor based MCLR	NIL

SCHEDULE II

DESCRIPTION OF BORROWER

I. Where the Borrower is a Company :

- a. Name : Chhattisgarh State Power Distribution Company Limited (CSPDCL)
- b. Address of Registered Office : Vidyut Sewa Bhavan, Danganiya, Raipur 492001
- c. Address of Principal place or Business/Works, as the case may be : Vidyut Sewa Bhavan, Danganiya, Raipur 492001
- d. Permanent Account Number as allotted by Income Tax Department : AADCC6047K

SCHEDULE III
DESCRIPTION OF GUARANTOR

PART - A

- a. Name :Spl. Secretary Urja
Vibhag on behalf of Govt. of
Chhattisgarh
- b. Address of Registered Office : Urja Vibhag, Mahanadi
Bhawan, Mantralaya, Naya
Raipur, Chhattisgarh
- c. Address of Principal place : As above or Business/ Works, as the
case may be
- d. Permanent Account Number : as allotted by Income Tax
Department

Address for notice: Urja Vibhag, Mahanadi Bhawan, Mantralaya, Naya
Raipur, Chhattisgarh (C.G)

PART - B

Maximum Liability of Guarantor : **Rs.250 Crore**
(From 01.01.2021 to 31.12.2021)

IN WITNESS WHEREOF the Guarantor has executed this Agreement of
Guarantee on this day of 2021 at Nava Raipur

.....
Signature and Seal

राजस्व विभाग

कार्यालय, कलेक्टर, जिला रायगढ़ (छत्तीसगढ़), एवं पदेन उप-सचिव, छत्तीसगढ़ शासन,
राजस्व विभाग

रायगढ़, दिनांक 12 अक्टूबर 2021

भू-अर्जन प्रकरण क्रमांक 27/अ-82/2011-12.—उपर्युक्त भू-अर्जन प्रकरण में कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ द्वारा ग्राम-झारमुड़ा, प.ह.नं.-14, तहसील-पुसौर, जिला-रायगढ़ की निजी भूमि कुल रकबा 42.361 हे. अटल बिहार योजनांतर्गत भू-अर्जन के प्रस्तुत प्रस्ताव के आधार पर भू-अर्जन अधिनियम के तहत धारा-4(1) की अधिसूचना तथा धारा-6 की अधिसूचना का प्रकाशन प्रावधानों के अनुसार किया जाकर छत्तीसगढ़ राजपत्र में क्रमशः दिनांक 17-02-2012 तथा दिनांक 29-06-2012 को कराया गया है।

चूंकि अब कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ एवं आयुक्त छ.ग. गृह निर्माण मंडल रायपुर द्वारा उल्लेखित प्रकरण में अधिग्रहण हेतु पारित अवार्ड अनुसार भूमि का आधिपत्य नहीं लेने की दशा में उक्त भूमि की आवश्यकता नहीं होना अभिलिखित किया गया है। उक्ताशय से राज्य शासन एतद्वारा भू-अर्जन अधिनियम 1894 अधिनियम संख्यांक-1 की धारा-48 के क्रमांक 4 के अनुसार प्रत्याहरण करता है।

1. प्रत्याहरण हेतु भूमि का विवरण.—

ग्राम झारमुड़ा

खसरा नं. (1)	रकबा (हे. में) (2)	खसरा नं. (3)	रकबा (हे. में) (4)	खसरा नं. (5)	रकबा (हे. में) (6)	खसरा नं. (7)	रकबा (हे. में) (8)
824/1	0.045	17/2	0.211	6/2	0.008	300/1, 301/4	0.077
823/1	0.510	18	0.510	9/1, 13/2क	0.163	301/12	0.214
300/2ख	0.016	19/1	0.097	13/1	0.137	301/13	0.089
303/2	0.202	19/2	0.032	789/1	0.123	289/5, 294/2	0.057
29/3	0.202	19/3	0.101	812/3	0.109	289/9, 294/3	0.032
789/2	0.247	19/4	0.069	813/1	0.049	289/15	0.178
826/4	0.073	19/5	0.005	769/1क	0.291	289/19	0.020
826/2ग	0.015	19/6	0.036	29/1	0.102	289/21	0.045
768	0.146	26/2	0.069	24	0.121	300/7	0.069
826/2घ	0.015	11/1	0.034	25	1.493	301/11	0.194
770/3	0.094	12	0.372	772	0.291	302/7	0.037
289/6, 293/4	0.089	288/1	0.316	780/2	0.142	289/3, 293	0.057
289/23	0.073	291	0.174	781/1	0.053	301/7	0.101
31/1ख	0.122	822/1	0.656	785/1	0.594	301/8	0.032
27/1	0.510	822/2	0.053	786/2	0.037	302/4	0.101
27/3	0.040	825	0.267	816/2	0.809	301/9	0.186
27/4	0.049	783/2	0.326	786/3	0.016	301/10	0.069
304	0.668	799/2	0.490	784/1	0.292	302/5	0.121
769/1ख	0.117	789/3	0.061	780/4	0.145	302/6	0.081
23/1क	0.035	812/5	0.040	780/5	0.146	289/6	0.089
26/1	0.118	813/3	0.105	780/1	0.202	300/4	0.016
20	0.102	302/2	0.053	778/1	0.109	300/5	0.073
289/1, 293/1	0.194	775/1	0.056	797	0.713	301/3	0.024
289/5, 296/1	0.053	780/3	0.012	798	0.085	300/6, 301/6	0.053

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
289/11, 296/2	0.036	7, 9/2ग	0.054	799/1	0.032	301/4	0.106
289/12	0.178	9/3	0.032	800	0.275	301/5	0.097
302/1	0.053	795/4	0.132	801	0.332	302/3	0.040
826/2ख	0.018	9/1, 13/2ग	0.108	802	0.113	289/4, 294/1	0.057
814	0.314	1	0.575	803	0.247	812/2, 813/2	0.049
815	0.065	2	0.624	804	0.320	812/4, 813/4	0.069
816/1	0.194	3	0.567	805	0.348	820	1.238
297/1ग	0.166	4	0.174	806	0.352	295	0.040
298/2	0.045	5	0.429	807	0.045	303/1क	0.081
771/1	0.352	6/1	0.077	809/1	0.137	826/2क/1	0.010
773	0.223	21/1	1.137	808/2	0.016	303/1ख	0.081
817	0.138	8/1	0.013	810	0.093	826/2क/2	0.008
819	0.174	10/1	0.384	811	0.490	776/2	0.809
826/1, 827/3	0.040	22	0.125	786/1	0.028	812/6, 813/8	0.056
826/3	0.075	776/1	0.271	783/1	0.053	9/1, 13/2ख	0.109
300/2क	0.146	782	1.384	787	1.765	26/3	0.200
303/5	0.142	777	0.036	788	0.967	23/1ग	0.035
770/2	0.045	781/2	0.049	289/2, 294/4	0.053	23/1ख	0.035
774	0.259	15	0.259	289/18	0.069		
16	0.275	778/2	0.101	289/20	0.053		
योग						174	34.503

2. भू-अर्जन की कार्यवाही से मुक्त किये जा रहे भूमि का विवरण अनुविभागीय अधिकारी (रा.) के कार्यालय में देखा जा सकता है.

रायगढ़, दिनांक 12 अक्टूबर 2021

भू-अर्जन प्रकरण क्रमांक 28/अ-82/2011-12.—उपर्युक्त भू-अर्जन प्रकरण में कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ द्वारा ग्राम-जकेला, प.ह.नं.-13, तहसील-पुसौर, जिला-रायगढ़ की निजी भूमि कुल रकबा 38.484 हे. अटल बिहार योजनांतर्गत भू-अर्जन के प्रस्तुत प्रस्ताव के आधार पर भू-अर्जन अधिनियम के तहत धारा-4(1) की अधिसूचना तथा धारा-6 की अधिसूचना का प्रकाशन प्रावधानों के अनुसार किया जाकर छत्तीसगढ़ राजपत्र में क्रमशः दिनांक 17-02-2012 तथा दिनांक 01-06-2012 को कराया गया है.

चूंकि अब कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ एवं आयुक्त छ.ग. गृह निर्माण मंडल रायपुर द्वारा उल्लेखित प्रकरण में अधिग्रहण हेतु पारित अवार्ड अनुसार भूमि का आधिपत्य नहीं लेने की दशा में उक्त भूमि की आवश्यकता नहीं होना अभिलिखित किया गया है. उक्ताशय से राज्य शासन एतद्वारा भू-अर्जन अधिनियम 1894 अधिनियम संख्यांक-1 की धारा-48 के क्रमांक 4 के अनुसार प्रत्याहरण करता है.

1. प्रत्याहरण हेतु भूमि का विवरण.—

ग्राम - जकेला

खसरा नं.	रकबा (हे. में)	खसरा नं.	रकबा (हे. में)	खसरा नं.	रकबा (हे. में)	खसरा नं.	रकबा (हे. में)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
396	0.624	408/3	0.125	408/2	0.109	480/1	0.438

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
397	1.598	406/2	0.053	408/4	0.125	412/1	0.303
399	0.142	403/3	0.243	408/6	0.125	415/1	0.785
400	0.579	404	0.478	408/5	0.004	416 से	0.890
401	0.729	406/3	0.192	409/1	0.194	475	0.288
402/3	0.251	474/1से	0.125	409/3	0.170	477/4	0.097
403/1	0.679	406/4	0.063	409/2	0.202	477/1	0.405
402/1	0.251	406/5	0.063	410/1	0.353	477/2	0.170
412/4	0.191	408/1	0.061	411	0.040		
योग						35	11.145

2. भू-अर्जन की कार्यवाही से मुक्त किये जा रहे भूमि का विवरण अनुविभागीय अधिकारी (रा.) के कार्यालय में देखा जा सकता है.

रायगढ़, दिनांक 12 अक्टूबर 2021

भू-अर्जन प्रकरण क्रमांक 29/अ-82/2011-12.—उपर्युक्त भू-अर्जन प्रकरण में कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ द्वारा ग्राम-औरदा, प.ह.नं.-13, तहसील-पुसौर, जिला-रायगढ़ की निजी भूमि कुल रकबा 8.035 हे. अटल बिहार योजनांतर्गत भू-अर्जन के प्रस्तुत प्रस्ताव के आधार पर भू-अर्जन अधिनियम के तहत धारा-4(1) की अधिसूचना तथा धारा-6 की अधिसूचना का प्रकाशन प्रावधानों के अनुसार किया जाकर छत्तीसगढ़ राजपत्र में क्रमशः दिनांक 17-02-2012 तथा दिनांक 01-06-2012 को कराया गया है.

चूंकि अब कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ एवं आयुक्त छ.ग. गृह निर्माण मंडल रायपुर द्वारा उल्लेखित प्रकरण में अधिग्रहण हेतु पारित अवार्ड अनुसार भूमि का आधिपत्य नहीं लेने की दशा में उक्त भूमि की आवश्यकता नहीं होना अभिलिखित किया गया है. उक्ताशय से राज्य शासन एतद्वारा भू-अर्जन अधिनियम 1894 अधिनियम संख्यांक-1 की धारा-48 के क्रमांक 4 के अनुसार प्रत्याहरण करता है.

1. प्रत्याहरण हेतु भूमि का विवरण.—

ग्राम - औरदा

खसरा नं. (1)	रकबा (हे. में) (2)	खसरा नं. (3)	रकबा (हे. में) (4)	खसरा नं. (5)	रकबा (हे. में) (6)	खसरा नं. (7)	रकबा (हे. में) (8)
92/1क	0.506	81/1	0.020	81/3	0.117	90/1	0.323
92/4	0.202	93	0.369	82	0.049	784/1	0.206
92/3	0.052	95	0.125	83	0.089	784/2	0.105
783/1	0.186	100	1.441	84	0.053	98/4	0.073
783/2	0.020	94	0.369	85	0.085	80/2	0.063
784/3	0.105	96	0.291	89/1	0.514	88	0.073
98/1	0.405	99	0.057	90/2	0.430		
98/2क	0.137	80/1	0.032	86	0.228		
98/3	0.113	81/2	0.069	87	0.085		
योग						33	6.992

2. भू-अर्जन की कार्यवाही से मुक्त किये जा रहे भूमि का विवरण अनुविभागीय अधिकारी (रा.) के कार्यालय में देखा जा सकता है.

रायगढ़, दिनांक 12 अक्टूबर 2021

भू-अर्जन प्रकरण क्रमांक 30/अ-82/2011-12.—उपर्युक्त भू-अर्जन प्रकरण में कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ द्वारा ग्राम-कोड़तराई, प.ह.नं.-06, तहसील-पुसौर, जिला-रायगढ़ की निजी भूमि कुल रकबा 18.189 हे. अटल बिहार योजनांतर्गत भू-अर्जन के प्रस्तुत प्रस्ताव के आधार पर भू-अर्जन अधिनियम के तहत धारा-4(1) की अधिसूचना तथा धारा-6 की अधिसूचना का प्रकाशन प्रावधानों के अनुसार किया जाकर छत्तीसगढ़ राजपत्र में क्रमशः दिनांक 17-02-2012 तथा दिनांक 01-06-2012 को कराया गया है।

चूंकि अब कार्यपालन अभियंता, छत्तीसगढ़ गृह निर्माण मंडल रायगढ़ एवं आयुक्त छ.ग. गृह निर्माण मंडल रायपुर द्वारा उल्लेखित प्रकरण में अधिग्रहण हेतु पारित अवार्ड अनुसार भूमि का आधिपत्य नहीं लेने की दशा में उक्त भूमि की आवश्यकता नहीं होना अभिलिखित किया गया है। उक्ताशय से राज्य शासन एतद्वारा भू-अर्जन अधिनियम 1894 अधिनियम संख्यांक-1 की धारा-48 के क्रमांक 4 के अनुसार प्रत्याहरण करता है।

1. प्रत्याहरण हेतु भूमि का विवरण.—

ग्राम - कोड़तराई

खसरा नं. (1)	रकबा (हे. में) (2)	खसरा नं. (3)	रकबा (हे. में) (4)	खसरा नं. (5)	रकबा (हे. में) (6)	खसरा नं. (7)	रकबा (हे. में) (8)
1334/3	0.004	1327/8	0.121	1338	0.162	1331/4	0.150
1343	1.062	1244/1ग	0.020	1339	0.247	1331/2	0.316
1340/3क	0.393	1333/1	0.077	1323/2ग, 1324/2ग	0.076	1331/5	0.032
1336/1	0.032	1334/1	0.259	1323/1, 1324/1	0.178	1335/2	0.190
1336/2	0.093	1244/1ख	0.178	1247	0.575	1331/6	0.020
1340/1	0.405	1244/1क	0.195	1278/3	0.243	1245	0.849
1327/4क	0.219	1334/2	0.154	1241	0.485	1322/3	0.190
1327/5	0.158	1335/1	0.264	1322/8क	0.117	1322/8ख	0.061
1327/9	0.040	1329/1	0.178	1322/6	0.247	1244/2	0.219
1336/4	0.283	1327/3	0.040	1322/7	0.469	1323/2, 1324/2	0.456
1337	0.045	1329/4	0.024	1322/1	0.174	1242/2	0.101
1340/3ख	0.202	1329/5	0.202	1322/2	0.372	1243	0.870
1342/1	0.069	1323/2ख, 1324/2ख	0.075	1329/2	0.032	1328/2	0.566
1327/1	0.158	1279/1क	0.243	1329/3	0.121		
1327/6	0.117	1279/3	0.040	1329/6	0.056		
					योग	58	12.924

2. भू-अर्जन की कार्यवाही से मुक्त किये जा रहे भूमि का विवरण अनुविभागीय अधिकारी (रा.) के कार्यालय में देखा जा सकता है।

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
भीम सिंह, कलेक्टर एवं पदेन उप-सचिव.

कार्यालय, कलेक्टर, जिला जांजगीर-चांपा,
छत्तीसगढ़ एवं पदेन उप सचिव, छत्तीसगढ़ शासन,
राजस्व एवं आपदा प्रबंधन विभाग

जांजगीर-चांपा, दिनांक 20 जुलाई 2021

क्रमांक/8536/अ-82/2018-19.—चूंकि राज्य शासन को इस बात का समाधान हो गया है कि नीचे दी गई अनुसूची के पद (1) में वर्णित भूमि की अनुसूची के पद (2) में उल्लेखित सार्वजनिक प्रयोजन के लिए आवश्यकता है. अतः भूमि अर्जन, पुनर्वासन और पुनर्व्यवस्थापन में उचित प्रतिकर और पारदर्शिता का अधिकार अधिनियम, 2013 (जिसे एतद् पश्चात् अधिनियम, 2013 कहा जावेगा) की धारा 19 के अन्तर्गत इसके द्वारा यह घोषित किया जाता है कि उक्त भूमि की उक्त प्रयोजन के लिए आवश्यकता है :—

अनुसूची

(1) भूमि का वर्णन-

- (क) जिला-जांजगीर-चांपा
- (ख) तहसील-डभरा
- (ग) नगर/ग्राम-साराडीह, प.ह.नं. 29
- (घ) लगभग क्षेत्रफल-0.282 हेक्टेयर

खसरा नम्बर	रकबा (हेक्टेयर में)
(1)	(2)
138/1	0.032
138/2	0.032
139/1	0.024
139/2	0.032
139/3	0.032
616	0.008
618/1	0.049
618/2	0.049
618/3	0.024
योग	09 0.282

(2) सार्वजनिक प्रयोजन जिसके लिए आवश्यकता है-साराडीह बैरॉज के बांयी तट अप्रोच ब्रिज निर्माण हेतु.

(3) भूमि का नक्शा (प्लान) का निरीक्षण अनुविभागीय अधिकारी (राजस्व), डभरा के कार्यालय में किया जा सकता है.

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
जितेन्द्र कुमार शुक्ला, कलेक्टर एवं पदेन उप-सचिव.

कार्यालय, कलेक्टर, जिला सरगुजा,
छत्तीसगढ़ एवं पदेन उप सचिव, छत्तीसगढ़ शासन,
राजस्व एवं आपदा प्रबंधन विभाग

सूरजपुर, दिनांक 2 सितम्बर 2021

क्रमांक/05/अ-82/2019-20.—चूंकि राज्य शासन को इस बात का समाधान हो गया है कि नीचे दी गई अनुसूची के पद (1) में वर्णित भूमि की अनुसूची के पद (2) में उल्लेखित सार्वजनिक प्रयोजन के लिए आवश्यकता है. अतः भूमि अर्जन, पुनर्वासन और पुनर्व्यवस्थापन में उचित प्रतिकर और पारदर्शिता का अधिकार अधिनियम, 2013 (जिसे एतद् पश्चात् अधिनियम, 2013 कहा जावेगा) की धारा 19 के अन्तर्गत इसके द्वारा यह घोषित किया जाता है कि उक्त भूमि की उक्त प्रयोजन के लिए आवश्यकता है :—

अनुसूची

(1) भूमि का वर्णन-

- (क) जिला-सरगुजा
- (ख) तहसील-उदयपुर
- (ग) नगर/ग्राम-पण्डरीडांड
- (घ) लगभग क्षेत्रफल-0.610 हेक्टेयर

खसरा नम्बर	रकबा (हेक्टेयर में)
(1)	(2)
14/5	0.032
144/2	0.016
154	0.053
158	0.049
160/2	0.069
136/2	0.120
156	0.016
160/1	0.053
144/1	0.069
146/1	0.012
157	0.121
योग	11 0.610

(2) सार्वजनिक प्रयोजन जिसके लिए आवश्यकता है-नकटीनाला व्यपवर्तन के डूब क्षेत्र हेतु.

(3) भूमि का नक्शा (प्लान) का निरीक्षण अनुविभागीय अधिकारी (रा.), उदयपुर के कार्यालय में किया जा सकता है.

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
संजीव कुमार झा, कलेक्टर एवं पदेन उप-सचिव.

विभाग प्रमुखों के आदेश

छत्तीसगढ़ निजी विश्वविद्यालय विनियामक आयोग
मधु पिल्ले चौक, राम मंदिर के सामने, शांति नगर, रायपुर

रायपुर, दिनांक 29 अक्टूबर 2021

क्रमांक 775/पी.यू./07/एस.एंड.ओ/2021.—छत्तीसगढ़ निजी विश्वविद्यालय (स्थापना एवं संचालन) अधिनियम, 2005 की धारा 9 की उप-धारा (1) के अधीन अनुसूची के सरल क्रमांक 2 में उल्लेखित मैट्स विश्वविद्यालय आरंग, जिला-रायपुर को छत्तीसगढ़ निजी विश्वविद्यालय (स्थापना एवं संचालन) अधिनियम, 2005 की धारा 7 की उप-धारा (1) के खण्ड (क) तथा छत्तीसगढ़ निजी विश्वविद्यालय (दूर-परिसर एवं अध्ययन केन्द्र की स्थापना) नियम-2020 के नियम-9 के प्रावधानानुसार मैट्स टॉवर, पंडरी परिसर, जिला-रायपुर (छ.ग.) में दूर परिसर केन्द्र (विश्वविद्यालय का ईकाई) स्थापित करने की अनुमति प्रदान की जाती है।

यह अनुमति, छत्तीसगढ़ निजी विश्वविद्यालय विनियामक आयोग की बैठक क्रमांक 775/पी.यू./07/एस.एंड.ओ/2021 दिनांक 14-06-2021 तथा छत्तीसगढ़ शासन, उच्च शिक्षा विभाग, मंत्रालय के पत्र क्रमांक एफ 3-15/2021/38-2 दिनांक 4-10-2021 के परिपालन में जारी की जाती है।

यह अधिसूचना को राज्य शासन के सम्यक् अनुमोदन के पश्चात् जारी किया गया है।

No. 775/P.U./07/S&O/2020.—The Permission is granted to MATS University, Aarang, Dist-Raipur, Chhattisgarh, which is mentioned in the schedule as serial number 2, under sub-section (1) of Section 9 of the Chhattisgarh Private University (Establishment and Operation) Act, 2005 to establish off campus (Unit of the Main Campus) at MATS Tower, Pandri campus, Dist-Raipur, Chhattisgarh as per provision of clause (a) of sub-section (1) of Section 7 of Chhattisgarh Private University (Establishment and Operation) Act 2005 and Rule 9 of Chhattisgarh Private University (Establishment of Off-Campus Center and Study Center) Rules, 2020.

The Permission is issued in compliance of Meeting No. 775/P.U./07/S&O/2020 Dated 14-06-2021 of Chhattisgarh Private Universities Regulatory Commission and issued Letter by Government of Chhattisgarh Department of higher Education Mantralaya Letter No. f-3-15/2021/38-2 dated 4-10-2021.

This Notification is issued after due approval of the State Government.

रेणु देशमुख,
सदस्य (प्रशासनिक)/प्र.सचिव.

कार्यालय, संयुक्त संचालक, नगर तथा ग्राम निवेश, क्षेत्रीय कार्यालय, दुर्ग छ.ग.

दुर्ग, दिनांक 27 सितम्बर 2021

प्ररूप-चार
(नियम 10 देखिए)

वर्तमान भूमि उपयोग मानचित्र से संबंधित आपत्तियां आमंत्रित करने हेतु सूचना

क्रमांक 5516/नवागढ़ नि.क्षे./न.ग्रा.नि./21.—एतद्वारा यह सूचना दी जाती है, कि नवागढ़ निवेश क्षेत्र के ग्राम गांगपुर व झाल के लिए भूमि के वर्तमान उपयोग संबंधी मानचित्र छत्तीसगढ़ नगर तथा ग्राम निवेश अधिनियम, 1973 (क्र. 23 सन् 1973) की धारा 15 की उप-धारा (1) के अधीन तैयार किया गया है और उसकी एक प्रति—

1. कार्यालय संभागीय आयुक्त दुर्ग, संभाग दुर्ग (छ.ग.)

2. कलेक्टोरेट, जिला कलेक्टर, बेमेतरा (छ.ग.)
3. संयुक्त संचालक, नगर तथा ग्राम निवेश, क्षेत्रीय कार्यालय दुर्ग (छ.ग.)
4. कार्यालय नगर पंचायत, नवागढ़, जिला बेमेतरा (छ.ग.)

के कार्यालय में कार्यालयीन समय के दौरान जन सामान्य के निरीक्षण हेतु उपलब्ध है।

यदि कोई आपत्ति या सुझाव, इस प्रकार तैयार किये गये वर्तमान भूमि उपयोग संबंधी मानचित्र से संबंधित हो, उसे लिखित में संयुक्त संचालक, नगर तथा ग्राम निवेश, क्षेत्रीय कार्यालय, दुर्ग में छत्तीसगढ़ राजपत्र में इस सूचना के प्रकाशित होने की तारीख से तीस दिन की अवधि के भीतर संयुक्त संचालक, द्वारा विचार किया जायेगा।

Form-IV
(See rule 10)

Notice inviting objection to existing land use map

No. 5516/नवागढ़ नि.क्षे./न.ग्रा.नि./21.—Notice is hereby given that the existing land use map of village Gangpur and Jhal for Navagarh Planning area has been prepared under sub-section (1) of section 15 of the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No. 23 of 1973), and a copy is thereof is available for inspection during office hours in the offices of —

1. Office of the Divisional Commissioner, Durg Division (C.G.)
2. Collectorate, District Collector, Bemetara (C.G.)
3. Office of the Joint Director, Town and Country Planning, Regional Office Durg (C.G.)
4. Nagar Panchayat Office Navagarh, District Bemetara (C.G.)

If there be any objection or suggestion with respect to the existing land use map so prepared, it shall be submitted in writing to the Office of the Joint Director, Town and Country Planning, Regional Office Durg (C.G.) within a period of thirty days from the date of publication of the notice in the Chhattisgarh Gazette for the due consideration, will be considered by the Joint Director.

विमल कुमार बगवैया,
प्र. संयुक्त संचालक.

जल संसाधन विभाग
मंत्रालय, महानदी भवन, नवा रायपुर अटल नगर (छ.ग.)

नवा रायपुर, दिनांक 14 सितम्बर 2021

CERTIFICATE OF TRANSFER OF CHARGE

क्रमांक 2320/31/स्था./2021.—Certified that we have in the forenoon of this day respectively made over and received charge of the office of Secretary, Water Resources Department in pursuance of General Administration Department Order No. ई 1-01/2021/एक-2 dated 12-09-2021 and that the officer receiving charge travelled during joining time on 14-09-2020 forenoon (mention dates).

Relieved Officer : AVINASH CHAMPAWAT

हस्ता./-
अवर सचिव.

उच्च न्यायालय के आदेश और अधिसूचनाएं

HIGH COURT OF CHHATTISGARH, BILASPUR

No. 673/Confdl./2021/II-15-02/2005 (Pt. III)

Bilaspur, the 18th August 2021

F. No. 8695/2390/XXI-B/C.G./2021.—In exercise of the powers conferred by sub-section (1) of Section 4 of the Family Courts Act, 1984 (No. 66 of 1984), the State Government, hereby, with the concurrence of the Hon'ble High Court of Chhattisgarh and in compliance of Memo No. 668/Confdl./2021/II-15-02/2005 (Pt.III), Bilaspur, dated 17th August, 2021. by Withdrawing the services of the following member of Higher Judicial Service specified in column (2) of the Schedule below, appoints him as Judge, Family Court, as mentioned in column (3) of the Schedule, from the date he assumes charge of office, namely :—

S. No. (1)	Name of Judicial Officer with present place of posting (2)	Name of the Court (3)
1.	Shri Onkar Prasad Gupta, District and Sessions Judge, Koriya (Baikunthpur).	Judge, Family Court, Bemetara

नवा रायपुर, अटल नगर दिनांक 18 अगस्त 2021

क्रमांक 8695/2390/21-ब/छ.ग./2021.—कुटुंब न्यायालय अधिनियम, 1984 (क्रमांक 66 सन् 1984) की धारा-4 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों को प्रयोग में लाते हुए, राज्य शासन, एतद्वारा, माननीय छ.ग. उच्च न्यायालय, बिलासपुर की सहमति से एवं ज्ञापन क्रमांक 668/Confdl./2021/II-15-02/2005 (Pt. III), बिलासपुर, दिनांक 17-08-2021 के अनुपालन में नीचे दी गई अनुसूची की कण्डिका (2) में उल्लेखित निम्नलिखित उच्चतर न्यायिक सेवा के सदस्य की सेवाएं वापस लेते हुए उनको अनुसूची के कण्डिका (3) में दर्शित अनुसार न्यायाधीश, कुटुंब न्यायालय के पद पर उनके पदग्रहण करने के दिनांक से नियुक्त करता है, अर्थात् :—

स. क्र. (1)	वर्तमान पदस्थापना के स्थान के साथ न्यायाधीश का नाम (2)	न्यायालय का नाम (3)
1.	श्री ओंकार प्रसाद गुप्ता, जिला एवं सत्र न्यायाधीश, कोरिया (बैकुण्ठपुर).	न्यायाधीश, कुटुंब न्यायालय, बेमेतरा

By order and in the name of the Governor of Chhattisgarh,
RAM KUMAR TIWARI, Principal Secretary.

(DEEPAK KUMAR TIWARI)
Registrar General.